CASES REPORTED THIS WEEK.

In the Solicitors' Journal.

Bolton v. The Natal Land and Colonisation Co. 703
Boswell v. Coaks 703
Counsell v. London and Westminster Loan and Discount Co.. 702
Easy, Re, Ex parte Hill & Hymans 702
Hermann Loog (Lim.), Re 704
Meller's Will, Re 704
Mineral Water Bottle Exchange and Trade Protection Society v. Booth & Co. 703
New Hollingbourne Paper Mills Co., Re 703
Partington, Re, Partington v. Allen 704
Purkiss v. Holland: Cooper (Claimant) 702
Tussaud, Re 703
Walker v. The General Mutual Investment Building Society.... 703

BEFORE THE VACATION JUDGE.

A. Inderwick, Re, Ex parte Hanson 705
Automatic Weighing Machine Co. (Lim.) v. Knight 705
Kirby v. McGowan 705
Munson v. Odiam; Munson v. Jordan; Munson v. Donald 706
Pedder v. Elloart 705
Shingleton Ice Co. (Lim.), Re, Bett v. The Shingleton Ice Co. (Lim.) 705

In the Weekly Reporter.

Baker v. Owners of "The Theodore H. Rand" 781
Barnacott v. Passmore 512
Blake v. Mayor and Corporation of London..... 791
Beddington v. Atlee 799
Beyfus, Ex parte, In re Faville ... 791
Briton Life Association, In re ... 803
Carmichael & Co. v. Liverpool Sailing-ship Owners' Mutual Indemnity Association 793
Crompton v. Anglo-American Brush Electric Light Corporation 789
Crosley, In re, Munns v. Burn 790
Edmonds v. Blaina Furnaces Co.; Beesley v. Blaina Furnaces Co... 798
Falcke v. Scottish Imperial Insurance Co. 794
Gardner v. Mansbridge 809
Gee v. Bell 803
Goodman v. Blake 812
Gray, In re, Dresser v. Gray 796
Gregson, In re, Christison v. Bolam 808
Hall, In re, Branston v. Weightman 797
Hughes v. Finney 807
Johnstone v. Marks 806
Ladywell Mining Co. v. Brookes; Ladywell Mining Co. v. Huggons 785
Owners of the Cargo of "The Kronprinz" v. Owners of "The Kronprinz" 783
Reg. v. Leresche 805
Reg. v. Lord Truro 803
St. Andrew's Hospital, Northampton v. Shearsmith 811

The Solicitors' Journal and Reporter.
LONDON, AUGUST 20, 1887.

CURRENT TOPICS.

BY AN ERROR it was made to appear last week (*ante*, p. 687) that the five Chancery judges had disposed of "about 120" actions and further considerations during the sittings just ended. The number disposed of was "about 220"; and therefore the remainder of the 555 undisposed of is 335, and not 435.

THE USUAL COMPLAINTS as to overcrowding in the court of the Vacation Judge have already been renewed. It is difficult to see why the Wednesday sittings should not be held in the Lord Chief Justice's court, the greater width of which would enable both counsel and solicitors to await their cases with a moderate degree of comfort.

ON WEDNESDAY, the 17th inst, the first day of the Vacation Sittings, Mr. Justice KEKEWICH had before him a considerable list of 35 applications. The sitting lasted till nearly half-past three o'clock, and about 22 orders were made, the rest of the applications being postponed at the instance of the parties.

THE ENDACOTT perjury case will possibly give rise to a question of evidence in connection with the admissibility of the statements made by the accused and other persons at the public inquiry before the Chief Commissioner of Police. The magistrate at Bow-street has determined to exclude from the depositions everything which transpired at that inquiry; but it is difficult to see how the defendant's voluntary statements can be excluded at the trial. It has been several times held that depositions taken on a compulsory investigation in a bankruptcy proceeding are evidence against the deponent in a subsequent criminal proceeding; and in *Reg.* v. *Coote* (21 W. R. 553, 4 P. C. 599) the Judicial Committee of the Privy Council laid down that all depositions legally taken on oath are evidence against the witness on a criminal charge, except such as he has objected to as having a tendency to criminate him, and that answers given without objection "are to be deemed voluntary." From this it would follow *à fortiori* that statements made voluntarily and not on oath are evidence against the declarant on his trial. The statements made by other persons at the inquiry, though they would, of course, be evidence against the accused if made in his presence, could not be proved in their absence. On the other hand, if any such persons should be examined at the trial, they could be cross-examined as to their previous statements before Sir CHARLES WARREN.

THE QUESTION of estoppel by acquiescence was considered by the Court of Appeal in the recent case of *Proctor* v. *Bennis* (*ante*, p. 691), which was an action to restrain the infringement of a patent, the acquiescence relied upon being that, while the defendants' machines were on sale, the plaintiff had asked certain of their customers to give his own machine a trial, as it was better than that sold by the defendants, and that he had not then given the defendants notice that they had been guilty of infringement. The chief reliance was placed upon Lord CRANWORTH'S *dictum* in *Ramsden* v. *Dyson* (5 H. L. Cas. 140) to the effect that a person who suffers a stranger to build upon his land, without pointing out the trespass at the earliest possible opportunity, is afterwards estopped from asserting a title to the property on which the other party has expended money. Lord Justice COTTON, however, pointed out that a patentee's rights were not dependent upon his giving people notice not to infringe his patent, and that the question of the defendants' *bona fides* was immaterial. Moreover, there was nothing to lead to the conclusion that the plaintiff supposed the defendants to be ignorant of the existence of his patent. There was no acquiescence, and the plaintiff not having made any representation upon which the defendants were entitled to rely, or by reason of which they had been in any way prejudiced, there could be no acquiescence.

THE OBSERVATIONS recently made by Mr. Justice HAWKINS, while on circuit, on the subject of one of the provisions in the Criminal Law Amendment Act, 1885, may operate as a caution to those who are responsible for the hasty manner in which legislation is too often pressed forward at the present period of the Parliamentary year. Section 4 of that Act empowers the court or justices upon the hearing of a charge of having intercourse with a girl under the age of thirteen, or of attempting such an offence, to take the evidence of such girl without an oath if it appears that she does not understand the nature of an oath, but "is possessed of sufficient intelligence to justify the reception of the evidence and understands the duty of speaking the truth;" but no such discretion is given where a girl of the same age is a witness upon a minor charge of indecent assult, it being restricted to charges of the offences created by the section. The learned judge observed that the statute was full of blunders, and he might have more particularly pointed out another absurdity in the same section—namely, the proviso that a child whose evidence has been taken otherwise than on oath, because she does not understand the nature of an oath, is still "liable to indictment and punishment for perjury."

THE RECENT REPORT of the committee on the staff of the legal offices undoubtedly affords ample justification for the proposed reduction of the number of the Masters of the Supreme Court from eighteen to fifteen. It will be remembered that the former number was fixed as the maximum by section 8 of the Supreme Court of Judicature (Officers) Act, 1879 (42 & 43 Vict. c. 78), and that the masters were reduced to that number last year by the retirement of the senior master, Sir FREDERICK POLLOCK. When the masters were first intrusted with jurisdiction at chambers it was thought that their duties would become much more onerous than they had previously been, but this increase of their labours has since been to a great extent neutralised by the appointment of Official Referees and of Examiners of the court, while the business of the original fifteen masters of the three common law courts has more recently been shared by the former associates of the same courts, the Queen's Coroner, the Master of the Crown Office, and the Clerks of Records and Writs. The position of master, while bringing with it (after the first three years of service) a salary of the same amount as that of a County Court Judge, or a Metropolitan Police Magistrate, appears, from the recent report, to involve, as a general rule, only four hours official attendance. It is also hinted that a whole day's holiday is not an unusual occurrence even in the middle of a sitting. It is to be observed that some of the masters hold other offices, carrying with them in each case an increase of remuneration. Thus Master POLLOCK is also Queen's Remembrancer, while Master GORDON acts as Registrar of judgments, and Master KAYE as Registrar of acknowledgements by married women.

THE QUESTION as to the right to discovery which was raised before the Court of Appeal in *Young* v. *Holloway* (35 W. R. 781)

appears to be a novel one—namely, whether anonymous letters addressed to a legal adviser are privileged from production. Two anonymous letters had been addressed to the plaintiff in a probate action, and another anonymous letter was addressed to her solicitor, and another to her counsel. All four letters were included in the plaintiff's affidavit of documents. She claimed privilege in respect of them, but Mr. Justice BUTT ordered all the four letters to be produced. The Court of Appeal upheld his decision as to the letters addressed to the plaintiff, but reversed it as to the two others. Lord Justice COTTON pointed out that the plaintiff's counsel could not suggest that the letters to the solicitor and counsel were intended to be used in any other legal proceedings, and he therefore inferred that they were sent for the purpose of the probate action. With reference to the argument that the letters had been communicated voluntarily by a person who was not even a *quasi*-agent of the plaintiff, he thought that the information contained in them was really the result of the solicitor's labour and skill, and was "obtained" by him to be used in the litigation. Lord Justice LINDLEY, although not without doubt as to the point, observed that the privilege did not depend upon the question whether the solicitor had sought for the information, but upon the character in which he obtained it; and he characterised the argument that the solicitor could not be said to have "obtained" the information, because it had been voluntarily given to him, as being "too refined." Lord Justice BOWEN held that the case was covered by *Lyell* v. *Kennedy* (32 W. R. 497, 9 App. Cas. 81), where Lord BLACKBURN said that public policy protects a solicitor from disclosing any information which he obtains while employed in that capacity. Applying that rule, it was difficult to see why the letters were sent to the plaintiff's legal advisers if they were not sent for the purposes of the action; and therefore information voluntarily given must stand on the same footing as to privilege from production as information which had been sought for by the solicitor himself.

THE WORK of tightening the rules relating to trustees' investments goes on briskly. The recent decision of the House of Lords in *Whiteley* v. *Learoyd*, that a trustee is not relieved from responsibility by the report of a valuer employed by him to value property for the purpose of a mortgage investment, but is bound to exercise an independent judgment on the report, has indicated a new direction in which the screw may be applied; and it seems probable that for the next year or so the lists of the courts will be filled with applications against trustees, on the ground that, acting on the now antiquated notion that it is not worth while both to keep a dog and to bark yourself, they have accepted the valuation of the valuers employed by them with regard to mortgage investments without "exercising an independent judgment" upon it. In *Re Partington, Partington* v. *Allen*, which we report elsewhere, Mr. Justice STIRLING lays down the result of *Speight* v. *Gaunt* (31 W. R. 401, 9 App. Cas. 1) and *Whiteley* v. *Learoyd* as follows:—"A trustee may avail himself of assistance and advice in the execution of his trust, but having obtained that assistance and advice, he is not bound [qy. entitled] to adopt it blindly, but must exercise his judgment upon it to the same extent to which an ordinarily prudent man would exercise his judgment in dealing with his own affairs." Assuming that the report of the valuer on a proposed mortgage security states (as it ought to state), not merely that the property will be a good security for the amount proposed to be invested, but also the actual selling value of the property, does the above passage mean that the "judgment" of the trustee is to consist of a simple computation to ascertain whether such selling value shews a margin of one-third in the case of land, and one-half in the case of buildings? Apparently not, for that can hardly be said to be an "exercise of judgment." If not, then the trustee who has employed the valuer must practically re-value the property. The recent decision further shews that, in the case of property employed for business purposes, a trustee must require a valuer not merely to state the selling value of the property as it stands, but also the value of the land and buildings proposed to be mortgaged independently of their value for business purposes; and it is to be presumed that the rule as to the margin of value is to be applied to this last value, and not to the value for business purposes. This extension of the rule should be carefully observed. If it should be upheld it will render it practically impossible for trustees to advance on mortgage of business premises, for, of course, mortgagors of such premises will not be satisfied with an advance to the extent of one-half the value of the land and buildings on which their business is carried on.

EVIDENCE TO BASTARDISE ISSUE.

THE questions of the presumption of legitimacy and of the admissibility of evidence tending to bastardise the issue of married women have, on three recent occasions, been considered in the Probate, Divorce, and Admiralty Division. *Hetherington* v. *Hetherington* (12 P. D. 112) was an appeal against an order of two justices of the peace, who had, after the conviction of a husband for an aggravated assault upon his wife, made an order for a judicial separation, under section 4 of the Matrimonial Causes Act, 1878 (41 & 42 Vict. c. 19), and ordered him to pay a weekly sum towards his wife's maintenance and that of their children. On a subsequent application to the justices to vary the order the wife was called as a witness, and in cross-examination by her husband's solicitor admitted that she had, a few weeks previously, given birth to an illegitimate child; but the magistrates refused to receive the wife's admission, or to allow the husband to give evidence of non-access, holding that by so doing they should be allowing parents to give evidence to bastardise the issue of the marriage. Sir James Hannen, besides disposing of a question as to the power of the court to entertain an application to vary the order of the justices, laid down that after the order of the magistrates for a judicial separation, such order being equivalent to a divorce *a mensâ et thoro*, the ordinary presumption of legitimacy was reversed, so that it must be presumed that a child born more than nine months after the separation of the parties was illegitimate, unless it was shewn that they had come together again. He thought that the justices had been wrong in treating the case as involving an issue of bastardy instead of an issue of adultery, and that therefore it was their duty to hear the evidence of the parents.

In *Pryor* v. *Pryor and Shelford* (35 W. R. 349, 12 P. D. 165) the question was raised upon an application to confirm the registrar's report on a petition for variation of settlements after a decree dissolving a marriage on the ground of the wife's adultery. Previous to the adultery there was no issue of the marriage, but the respondent had given birth to a child after the decree *nisi*, and fourteen months after she had ceased to cohabit with the petitioner, and she had since married the co-respondent. The petitioner's counsel applied to the court to refer the matter back to the registrar for the purpose of taking evidence as to the child's paternity; but Sir James Hannen declined to allow the question of legitimacy to be raised at that stage of the suit, and pointed out that the decree had been founded on the petitioner's evidence, which was not admissible to prove the child's bastardy.

It is singular that the question of the legitimacy of the child of a divorced wife had never, before the case of *Pryor* v. *Pryor and Shelford*, been brought before the court, and that the recent suit of *Bosville* v. *The Attorney-General* (*ante*, p. 593) should be apparently the first case of this description. It was a petition under the Legitimacy Declaration Act for a declaration that the infant petitioner was the legitimate son of Mr. and Mrs. Bosville, whose marriage had been dissolved on the ground of the wife's adultery. The wife had eloped from her husband's house on the 30th of June, 1884, with Craven, the co-respondent, and had, on the 3rd of April, 1885, given birth to the petitioner. The petitioner's counsel called no medical evidence at the trial, but submitted that, as the birth of the child took place not more than 277 days after the cessation of cohabitation between the husband and wife—which was a not impossible period of gestation—his legitimacy must be presumed. The counsel for the husband called evidence to shew that, though the husband and wife slept together on the night of the 29th of June, menstruation was progressing when Mrs. Bosville left her husband's house, and two medical witnesses expressed an opinion that such a condition of things rendered pregnancy before the date of her departure almost impossible, and that the period of gestation seldom exceeded 275 days. It was also shewn that the wife addressed two letters to her husband just before the petitioner's birth, and in neither of them referred to her pregnancy. Sir James Hannen, in summing

up the case to the jury, expressed his regret that the law excluded the evidence of the parents in such cases, and he also observed that the stringency of the rule as to the presumption in favour of the legitimacy of the child of a married woman had been much relaxed in recent times. He directed the jury that the presumption of legitimacy could not be rebutted unless the evidence carried to their minds the conviction that the child had not been begotten by the husband, and he cited the following passage from the judgment of Lord Lyndhurst in *Morris* v. *Davies* (5 Cl. & F. 265): "That presumption of law is not lightly to be repelled. It is not to be broken in upon or shaken by a mere balance of probability. The evidence for the purpose of repelling it must be strong, distinct, satisfactory, and conclusive." The jury found that the petitioner was not the son of Mr. Bosville.

The summing up was so far favourable to the petitioner that his counsel were compelled, upon an application to a divisional court for a new trial on the grounds of misdirection and that the verdict was against the weight of evidence, to contend that the presumption of legitimacy is a *præsumptio juris et de jure*, and that the President ought, therefore, to have directed a verdict in favour of the petitioner, but the Divisional Court dismissed the application, and Mr. Justice Butt, in delivering the judgment of himself and the Lord Chief Justice, pointed out that the President's summing up had fully explained the law to the jury, and that it was impossible to put the case more strongly for the petitioner than by citing the above-mentioned passage from Lord Lyndhurst's judgment in *Morris* v. *Davies*. There was thus no misdirection; and at the same time it could not be argued that the verdict was against the weight of evidence. There was no medical evidence called for the petitioner, and in the recent *Aylesford Peerage case* (11 App. Cas. 1), Lord Blackburn had laid down that, though the parents of a child are not competent witnesses on an issue as to its legitimacy, their admissions might be relevant as evidence of their conduct. All the facts relied upon by the husband appeared to be admissible according to this test, and therefore the verdict was not against the weight of evidence. This decision is now under appeal, but it is hardly to be expected that the Court of Appeal will disturb the rule which has been accepted since the decision of the House of Lords in *Morris* v. *Davies*, as explained by the recent *Aylesford Peerage case*. The Divisional Court have fully recognised the principle that the presumption of legitimacy cannot be displaced upon a balance of probabilities, but only by evidence which carries to the mind of the court or jury the conviction that a child born in wedlock is not the issue of the husband; but the known facts of the *Bosville* divorce suit lead to the conclusion that the result of the legitimacy suit is in accordance with substantial justice.

THE LAW OF GIFTS *INTER VIVOS*.

II.

Purchases in the name of stranger.—It might be thought that the mere fact of A. purchasing property in B.'s name was strong evidence that A. intended to make a gift of the property to B. But this is not the case; the equitable interest results to the person who advances the money. This is the rule, whatever be the nature of the property purchased, and whether the conveyance be taken in the name of a stranger alone, or of a stranger jointly with the purchaser, or of a stranger in succession to the purchaser. Evidence is, however, admissible as to the motive with which the purchase was made, or as to the course of dealing with the property for the purpose of rebutting the rule.

The cases may be classified as follows:—

(1) Where a transfer to or a purchase in the name of a stranger was held not to amount to a gift: *Norfolk* v. *Browne* (Finch Pre. Ch. 80); *Anon.* (Freem. Ca. Ch. 123); E. N. & C. on Interpretation, chap. xx.; Lewin on Trusts, chap. ix.

(2) Where a purchase in the name of a stranger was held to be a gift for his benefit. Moneys paid into savings bank, and paid into bank on a deposit note by A. in favour of his wife's nephew, whom he was educating and intended to provide for, though the nephew's father was alive: *Currant* v. *Jago* (1 Coll. 261). Stock partly purchased in the name of, and partly transferred into the name of, a niece, with a contemporaneous letter of gift: *Beecher* v. *Mayor* (2 Dr. & Sm. 431). Stock purchased by husband in the names of the trustees of his settlement. He wrote a letter to his bankers which sufficiently shewed his intention that the stock should be an accretion to stock held by the trustees on the trusts of the settlement: *Re Curteis' Trusts* (14 Eq. 217).

(3) Where a transfer into the joint names of the owner and a stranger did not amount to a gift. Where the stranger was the owner's concubine: *Rider* v. *Kidder* (10 Ves. 360).

(4) Where stock transferred into the joint names of the owner and a stranger was held to amount, under the circumstances, to a gift.

Where the transfer was originally made with the deliberate intention of benefiting the stranger, but a life interest was reserved to the donor: *Standing* v *Bowring* (27 Ch. D. 341). Where there was some evidence of intention to benefit the stranger: *Batstone* v. *Salter* (19 Eq. 251; same case, on appeal, 10 Ch. Ap. 431); *Fowkes* v. *Pascoe* (10 Ch. Ap. 343); *George* v. *Howard* (7 Pri. 646); letter stating the object of transfer to be to save legacy duty: *Deacon* v. *Colquhoun* (2 Drew. 21).

(5) For the purposes of the rule, a woman with whom a man has gone through the ceremony of marriage which he knows to be invalid: *Soar* v. *Foster* (4 K. & J. 152); a woman with whom a man is living in adultery: *Rider* v *Kidder* (10 Ves. 360); or a man's illegitimate issue: *Tucker* v. *Barrow* (2 H. & M. 515) (but see *Beckford* v. *Beckford*, Lofft. 490) is considered as a stranger to that man.

Purchase in the name of a person whom the purchaser is bound to support.—On the other hand, "where one person stands in such a relation to another that there is an obligation on that person to make a provision for the other, and we find either a purchase or investment in the name of the other, or in the joint names of the person and the other, of an amount which would constitute a provision for the other, the presumption arises of an intention on the part of the person to discharge the obligation to the other; and therefore, in the absence of evidence to the contrary, that purchase or investment is held to be in itself evidence of a gift. In other words, the presumption of gift arises from the moral obligation to give" (per Jessel, M.R., *Bennet* v. *Bennet*, 10 Ch. D., at p. 476). The Master of the Rolls then proceeds to explain the doctrine of *in loco parentis* (see this fully discussed in E. N. & C. on Interpretation, 350), and continues: "So that a person *in loco parentis* means a person taking upon himself the duty of a father of a child to make provision for that child. It is clear that in that case the presumption can only arise from the obligation; and, therefore, in that case the doctrine can only have reference to the obligation of a father to provide for his child, and nothing else. But the father is under that obligation from the mere fact of his being the father, and therefore no evidence is necessary to shew the obligation to provide for his child, because that is part of his duty. In the case of a father you have only to prove the fact that he is the father, and, when you have done that, the obligation at once arises; but, in the case of a person *in loco parentis*, you must prove that he took on himself the obligation. But in our law there is no moral legal obligation—I do not know how to express it more shortly—no obligation according to the rules of equity, on a mother to provide for her child; there is no such obligation that a court of equity recognizes as such."

It follows from the doctrine here laid down:

(1) That a transfer to, or a purchase in the name of, a child by a father, or in the joint names of himself and a child, amounts, in the absence of evidence to the contrary, to a gift to that child;

(2) That a transfer to, or a purchase by a mother in the name of, a child does not amount to a gift to that child in the absence of evidence that a gift was intended;

(3) That a transfer to, or a purchase in the name of, an illegitimate child by its father, or in the name of a mistress by the man with whom she lives, does not amount to a gift in the absence of evidence that a gift was intended;

(4) That a transfer to, or a purchase in the name of, a grandchild whose father is dead, by a grandfather, amounts to a gift in the absence of evidence to the contrary;

(5) A transfer to, or a purchase by a husband in the name of, his wife amounts to a gift to the wife in the absence of evidence to the contrary.

Evidence as to whether the transaction was intended to amount to a gift or not may be afforded—

(1) By the contemporaneous declarations of the person making the transfer or purchase;

(2) By the circumstances attending the transfer.

(3) By the acts or declarations of the person to whom the transfer, or in whose name the purchase, is made subsequent to the transfer or purchase.

Purchases in the name of a child.—A purchase by a father in the name of a child, whether in the name of the child alone, or of the child jointly with the purchaser, or of a child in succession to the purchaser, is, *primâ facie*, intended to be an advancement of that child. Evidence is, however, admissible as to the motive with which the purchase was made or as to the course of dealing with the property for the purpose of rebutting the rule.

The cases may be classified as follows:—

(1) Where a purchase by a father in the name of a child was held to amount to an advancement: *Elliot* v. *Elliot* (2 Cha. Ca. 231); *Mumma* v. *Mumma* (2 Vern. 19); *Taylor* v. *Taylor* (1 Atk. 386); *Grey* v. *Grey* (2 Swans. 594); *Sidmouth* v. *Sidmouth* (2 Beav. 447); *Williams* v. *Williams* (32 Beav. 370); *Hepworth* v. *Hepworth* (11 Eq. 10); see also *Soar* v. *Foster* (4 K. & J. 152); and that though the purchase was in the names of the child and a trustee: *Lamplugh* v. *Lamplugh* (1 P. Wms. 110); *Crabb* v. *Crabb* (1 My. & Kee. 511); or the joint names of the father and child: *Scroope* v. *Scroope* (1 Cha. Ca. 27); *Back* v. *Andrews* (Finch Pre. Ch. 1); where the child was nominated by the father as *cestui que vie* in remainder of copyholds, and, by the custom, the first *cestui que vie* took the whole beneficial interest: *Dyer* v. *Dyer* (2 Cox, 92); *Murless* v. *Franklin* (1 Swans. 13); *Finch* v. *Finch* (15 Ves. 43); *Swift d. Farr* v. *Davis* (8 East, 354 note), where the conveyance was to qualify the son to vote: *May* v. *May* (33 Beav. 81).

The evidence admissible to shew that a transfer to, or a purchase in the name of, a child by a father was not intended to be an advancement may be:—

(*a.*) Evidence of the father's intention contemporaneous with, but not after, the purchase: *Elliot* v. *Elliot* (2 Cha. Ca. 231); *Woodman* v. *Morrel* (Freem. Ch. Ca. 32); *Birch* v. *Blagrave* (Amb., at p. 266); *Murless* v. *Franklin* (1 Swans. 13); *Sidmouth* v. *Sidmouth* (2 Beav. 447); *Christy* v. *Courtenay* (13 Beav. 96); *Dumper* v. *Dumper* (3 Giff. 583); *Williams* v. *Williams* (32 Beav. 370); *Stock* v. *McAvoy* (15 Eq. 55); *Prankerd* v. *Prankerd* (1 Sim. & St. 1); *Collinson* v. *Collinson* (3 De G. M. & G. 409); *Bone* v. *Pollard* (24 Beav. 283); *Childers* v. *Childers* (1 De G. & J. 482, overruling 3 K. & J. 310).

(*b.*) Acts or declarations of the child after the purchase, *per* Langdale, M.R.: *Sidmouth* v. *Sidmouth* (2 Beav., at p. 455); *Pole* v. *Pole* (1 Ves. sen. 76); *Scawin* v. *Scawin* (1 Y. & C. C. C. 65).

(2) Where a transfer to, or purchase in the name of, a grandchild, whose father was dead, by the grandfather amounted to a gift: *Ebrand* v. *Dancer* (2 Cha. Ca. 26); *Soar* v. *Foster* (4 K. & J. 152).

(3) Where a transfer to, or a purchase in the name of, a child by its mother was held not to be a gift: *Holt* v. *Frederick* (2 P. Wms. 356; same case, 2 Eq. Ca. Ab. 446, pl. 2); *Re De Visme* (2 De G. J. & S. 17); *Bennet* v. *Bennet* (10 Ch. D. 474); *Garrett* v. *Wilkinson* (2 De G. & Sm. 244) (the son was his mother's solicitor, and there were other special circumstances).

Where a transfer to, or a purchase in the name of, a child by its mother was held to be a gift: *Sayre* v. *Hughes* (5 Eq. 376); *Batstone* v. *Salter* (19 Eq. 250; on appeal, 10 Ch. 431).

(4) Where a purchase by a husband in the name of his wife or in their joint names, or in the joint names of the husband, wife, and a stranger, was held to amount to a gift to the wife: *Kingdon* v. *Bridges* (2 Vern. 67); *Back* v. *Andrew* (2 Vern. 120); *Christ's Hospital* v. *Budgin* (2 Vern. 683); *Lorrimer* v. *Lorrimer* (10 Ves. 367*n*); *Dummer* v. *Pitcher* (2 My. & K. 262); *Low* v. *Carter* (1 Beav. 426); *Drew* v. *Martin* (2 H. & M. 130); *Gosling* v. *Gosling* 3 Drew. 335); *Re Eykyn's Trust* (6 Ch. D. 115); *Re Gadbury* (11 W. R. 895).

Where a purchase by a husband in the name of his wife or their joint names was not a gift to the wife: *Smith* v. *Warde* (15 Sim. 56); *Lloyd* v. *Pughe* (14 Eq. 241; same case, 8 Ch. 88); *Devoy* v. *Devoy* (3 Sm. & Giff. 403).

The mere fact of money belonging to a husband or wife being paid into their joint account at a bank may, according to the circumstances, operate or not operate as a gift to the survivor: *Marshall* v. *Crutwell* (20 Eq. 330); *Re Young* (28 Ch. D. 705); see *Lloyd* v. *Pughe*, *ubi. sup.*

CASES OF LAST WEEK.

COUNSELL *v.* LONDON AND WESTMINSTER LOAN AND DISCOUNT CO.—C. A. No. 1, 11th August.

BILL OF SALE—PROMISSORY NOTE OF EVEN DATE—WHOLE AMOUNT IN PROMISSORY NOTE TO BECOME DUE ON NON-PAYMENT OF ONE INSTALMENT—VALIDITY—BILLS OF SALE ACT, 1882.

This was an action by the grantor of a bill of sale against the grantee for trespass and wrongful seizure of the plaintiff's goods, and the question raised was as to the validity of the bill of sale. The bill of sale was given as security for a loan of £80, and interest, repayable by instalments. The bill of sale, taken by itself, was admitted to be valid, but contemporaneously with it, and in respect of the same loan, the grantor gave the grantee a promissory note for £95 12s., the total amount of the loan and interest, payable by the same instalments as in the bill of sale, and in case default was made in payment of any one instalment, the sum remaining unpaid should become due and payable. Denman, J., who tried the case, held, on the authority of *Simpson* v. *Charing Cross Bank* (34 W. R. 568), that the promissory note rendered the bill of sale void. The Divisional Court having affirmed this judgment, the defendants appealed.

THE COURT, having taken time to consider, dismissed the appeal. Lord ESHER, M.R., said that at the same time as the bill of sale, and as part of the same transaction, the grantee of the bill of sale took a promissory note for the exact amount covered by the bill of sale and interest. A bill of sale was the contract between the parties reduced into writing. Were there two contracts here or only one? Looking at the identity of dates and figures, his lordship had no doubt that there was only one contract embodied in two documents. One document had been registered. Would the other document, which was part of the same contract, have any effect upon the registered document? If the amount payable under the promissory note were paid either to the grantee or to a third person, with whom the note had been discounted, the registered bill of sale would be of no further effect. The bill of sale would be defeated. The note, therefore, would operate as a defeasance of the bill of sale, and, under section 10, sub-section 3, of the Bills of Sale Act, 1878, ought to have been contained in the same instrument and registered. The bill of sale was, therefore, rendered void by the Bills of Sale Act, 1882. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Crisps* and *McIntyre*; *Channell*, Q.C., and *Melsheimer*. SOLICITORS, *Thomas Young*; *Vanderpump*.

PURKISS *v.* HOLLAND; COOPER (CLAIMANT)—C. A. No. 1, 10th August.

PRACTICE—INTERPLEADER—CLAIMANT—RECEIVER APPOINTED BY COURT—PAYING MONEY INTO COURT—FORM OF ORDER.

Certain goods in the Albert Palace were taken in execution of a judgment recovered by the plaintiff against the defendant, and were claimed by the claimant. The defendant, the execution debtor, was tenant to the Albert Palace Co., and the claimant was appointed by the court receiver of all the property of the company. The master made the usual order that the claimant should pay £80, the value of the goods, into court, and directed an issue. This order having been affirmed, the claimant appealed, and contended that he, as receiver, should not be called upon to pay £80 out of his own pocket.

THE COURT (Lord ESHER, M.R., LINDLEY and LOPES, L.JJ.) allowed the appeal. They said that a claimant was as a general rule ordered to bring the money into court for the protection of the execution creditor, and if the claimant were not a receiver the order would be quite right; but it was not necessary for the protection of the execution creditor that the receiver, an officer of the court, who had no personal interest in the matter, should bring money into court. The order that the court would make would be that the claimant do, as an officer of the court, hold the goods and keep them subject to the further order of the court. That would give full protection to the execution creditor.—COUNSEL, *R. A. McCall*; *Guiry* and *Cannot*. SOLICITORS, *McDiarmid & Feather*; *Donaldson*

Re EASY, *Ex parte* HILL & HYMANS—C. A. No. 1, 11th August.

BANKRUPTCY—PETITION—DEATH OF DEBTOR BEFORE SERVICE OF PETITION—STAY OF PROCEEDINGS—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 108.

Certain creditors presented a bankruptcy petition against the debtor, but before the petition was served the debtor died. Mr. Registrar Hazlitt ordered all further proceedings upon the petition to be discontinued. Section 108 of the Bankruptcy Act, 1883, provides that "if a debtor by or against whom a bankruptcy petition has been presented dies, the proceedings in the matter shall, unless the court otherwise orders, be continued as if he were alive. The petitioning creditor moved, *ex parte*, by way of appeal from this order. It was contended on their behalf that the court could order substituted service of the petition or dispense with service altogether, and that, as the debtor had assigned all his property to trustees for the benefit of his creditors, the only mode of setting the deed aside was by allowing the bankruptcy proceedings to go on. *Ex parte Sharp*, *In re Walker* (34 W. R. 550) was cited.

THE COURT (Lord ESHER, M.R., LINDLEY and LOPES, L.JJ.) dismissed

the appeal. They said that if the debtor had been alive the proceedings could not have gone on without personal service of the petition or substituted service. Now substituted service meant service substituted for a possible personal service. There could be no substituted service where personal service could not by any possibility be effected. In this case, therefore, neither personal nor substituted service could be effected. The proceedings could not go on without service, as the court had no power to dispense with it. Therefore they were of opinion, in the case of a creditor's petition, that the court could not allow the proceedings to continue when the debtor died before the petition was served.—Counsel, *Bidney Woolf.*

WALKER *v.* THE GENERAL MUTUAL INVESTMENT BUILDING SOCIETY—C. A. No. 2, 10th August.

Building Society—Dispute with Member—Arbitration—Withdrawing Member—Building Societies Act, 1874 (37 & 38 Vict. c. 42), s. 34.

This was an appeal from a decision of North, J. (*ante*, p. 626). The action was brought by a member of a building society, who had given notice of withdrawal, and whose notice had expired, against the society, claiming to restrain the society from acting upon certain resolutions which the plaintiff alleged to be *ultrà vires*. The resolutions had been passed before the plaintiff gave his notice of withdrawal. One of the rules of the society provided that "the board shall have power to determine all matters of dispute arising between the society and any member or person claiming on account of any member, and if the party shall be dissatisfied with their decision or shall refuse to abide thereby, the matter shall be referred to three of the arbitrators of the society." The plaintiff moved for the appointment of a receiver, and by consent the matter was treated as if an application had been made by the defendants to stay the proceedings in the action. The defendants contended that the dispute ought to be referred to arbitration as provided by the rule. The plaintiff contended that the rule did not apply, because he had, by his notice of withdrawal, ceased to be a member, and had become a creditor of the society. North, J., held that the rule applied, and that the dispute ought to be referred to arbitration, and he made an order staying the proceedings.

The Court of Appeal (Cotton, Bowen, and Fry, L JJ.) affirmed the decision.—Counsel, *Napier Higgins*, Q.C., and *A. N. Cumming*; *Cozens-Hardy*, Q.C., and *Micklem*. Solicitors, *Evans & Batchelor*; *Flint & Gardiner*.

THE MINERAL WATER BOTTLE EXCHANGE AND TRADE PROTECTION SOCIETY *v.* BOOTH & CO.—C. A. No. 2, 9th August.

Covenant in Restraint of Trade—Validity.

This was an appeal from a decision of Chitty, J. (*ante*, p. 626). The plaintiffs were a trade protection society, and one of the rules provided that no member should employ any traveller, carman, or outdoor *employé* who had left the service of another member, without the consent in writing of his late employer, until after the expiration of two years from his leaving such service. This action was brought by the society and Cox, one of the members, against Booth & Co., who were also members, claiming an injunction to restrain the defendants from employing a carman who had just quitted the service of Cox. The number of the members of the society was limited to 500, and the actual number of members was 179. The members carried on business in various parts of the United Kingdom, and one of them carried on business in New South Wales. Chitty, J., refused to grant an *interim* injunction, on the ground (*inter alia*) that the rule imposed an unreasonable restraint of trade, the agreement not being between an employer and his servant, but between employers as against the employed, and the number of the members of the society and its field of business being practically unlimited.

The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) affirmed the decision.—Counsel, *Romer*, Q.C., and *J. Bradford*; *Whitehorne*, Q.C., and *Hull*. Solicitors, *W. Webb*; *Smythe & Brettell*.

Re TUSSAUD—C. A. No. 2, 12th August.

Practice—Application to Single Judge of Court of Appeal during Vacation—Judicature Act, 1873, s. 52.

In this case an application was made to the Court of Appeal on the last day of the sittings for leave to give notice of motion before a single judge of the Court of Appeal in the vacation for a stay of the proceedings under an order made by Chitty, J., on the previous day pending an appeal to the Court of Appeal. No notice of appeal had yet been given. Section 52 of the Judicature Act, 1873, provides that, in any cause or matter pending before the Court of Appeal, any direction incidental thereto, not involving the decision of the appeal, may be given by a single judge of the Court of Appeal; and a single judge of the Court of Appeal may, at any time during vacation, make any *interim* order to prevent prejudice to the claims of any parties pending an appeal as he may think fit; but every such order made by a single judge may be discharged or varied by the Court of Appeal or a divisional court thereof."

The Court (Cotton, Bowen, and Fry, L JJ.) said that a single judge of the Court of Appeal could have no jurisdiction under this section until an appeal had been presented. Cotton, L.J., said that an application could be made to him in the country during the vacation. But the parties must previously ascertain by letter the time when he could hear the application.—Counsel, *Maidlow*. Solicitors, *Lickorish & Bellord*.

BOLTON *v.* THE NATAL LAND AND COLONIZATION CO.—C. A. No. 2, 12th August.

Practice—Discovery—Affidavit of Documents—Items not sufficiently Distinguished.

This was an appeal from a decision of North, J. (*ante*, p. 626). The action was brought by a shareholder in the defendant company, on behalf of himself and all other the shareholders, except the directors, against the company and the directors, claiming to restrain the defendants from paying a dividend which the plaintiff alleged they were about to pay out of capital. The plaintiff alleged that the defendants had improperly increased the values at which estates belonging to the company stood in the company's books. The defendants had been required to make an affidavit of documents, and the secretary of the company had made an affidavit, the first schedule to which contained 646 items. Many of these items were described as bundles of letters and other documents and books (such as letter books), each of which comprised a large number of distinct documents. Some of the books were general letter books of the company and volumes of copies of letters. The plaintiff applied by summons to have the affidavit taken off the file, on the ground that it was an abuse of the process of the court, because it did not sufficiently distinguish which of the items in the schedule, or what parts of the items, related to the matters in question in the action. North, J., ordered the affidavit to be taken off the file.

The Court of Appeal (Cotton, Bowen, and Fry, L.JJ.) dismissed the appeal.—Counsel, *Everitt*, Q.C., and *Decimus Sturges*; *Cozens-Hardy*, Q.C., and *Methold*. Solicitors, *Harries, Wilkinson, & Raikes*; *Bolton & Co.*

BOSWELL *v.* COAKS—North, J., 9th August.

Judgment Debt — Interest—Interest on Costs—Date from which Interest Runs—Action Commenced before the 24th of October, 1883—R. S. C., 1883, XLII., 16—Appendix H, Form No. 1, Note.

The question in this case was whether, in an action commenced before the R. S. C., 1883, came into operation, and in which judgment was also given before that date, interest on the taxed costs payable by the plaintiffs was to run from the date of the judgment or from the date of the taxing master's certificate. The old rule in equity was that the interest ran from the date of the certificate; at law the rule was that interest ran from the date of the judgment. In the note to Form No. 1 (writ of *fi. fa.*) in Appendix F. to the R. S. C., 1875, it is stated that the interest on the costs is to run from "the date of the certificate of taxation." But in the note to Form No. 1 (writ of *fi. fa.*) in Appendix H. to the R. S. C., 1883, it is stated that the interest on costs is to run from "the day of the judgment or order, or day on which money directed to be paid, or day from which interest is directed by the order to run, as the case may be." In the present case Fry, L.J., on the 19th of March, 1883, dismissed the action, with costs (23 Ch. D. 302). The Court of Appeal reversed the decision (27 Ch. D. 424), but the House of Lords restored the decision of Fry, J. (11 App. Cas. 232). The taxing master made his certificate as to the costs of the defendant Bunyon on the 30th of July, 1887.

North, J., held that the provisions of the Rules of 1883 applied to an action which was pending at the time when those rules came into operation, and that the interest on the costs must run from the date of the judgment.—Counsel, *Cookson*, Q.C., and *A. G. Langley*; *Cozens-Hardy*, Q.C., and *Methold*. Solicitors, *Whites, Renard, & Co.*; *Smyth & Brettell*.

Re THE NEW HOLLINGBOURNE PAPER MILLS CO.—North, J., 10th August.

Company — Winding-up — Second Petition presented with Notice of First—Costs.

There were two petitions, by two creditors, for the compulsory winding up of this company, which had resolved on a voluntary winding up with a view to a reconstruction. The main question was whether a compulsory order should be made, or an order to continue the voluntary winding up under supervision. The company and some creditors who appeared desired a supervision order. The second petition was presented with notice of the first, but the solicitors, who were acting both for the first petitioner and the company, had written a letter to the solicitors of the second petitioner, stating in effect that the object of the first petition was only to obtain a supervision order, with the view of carrying out the reconstruction scheme.

North, J., thought that, under the circumstances, a compulsory order ought to be made. In most cases no doubt some expense was saved by making a supervision order; it certainly ought to be so. In the present case, his lordship thought the creditors had a right to say that the winding up should not be carried on by the present liquidators. No doubt, if a supervision order were made, an application could be made to remove the present liquidators; but, if such an application were made in court, it would go some way to bring the expense up to that of a compulsory order. Moreover, since the voluntary winding up had been going on, actions had been commenced against the company by creditors, and no attempt had been made to check them. With regard to the presentation of the second petition, his lordship saw no reason to doubt that the petitioner acted in perfect good faith, and a statement was very fairly made to him that the object of the first petitioner was to obtain a supervision order. It would have been better if, as was suggested by the late Master of the Rolls in *Re Norton Ironworks Co.* (26 W. R. 92), some inquiry had been made of the first petitioner whether he intended to go on with his petition; and, if the same thing should occur in another case, it might have an influence with regard to costs; but his lordship thought the second petitioner had acted with an honest intention of meeting a difficulty which might arise, and he would not deprive him of costs. The usual compulsory order would be made on the two petitions.—Counsel, *Solomon*; *Cozens-Hardy*, Q.C., and *Lovell*; *C. E. E. Jenkins*; *Swinfen Eady*; *Dunn*; *Swabey*. Solicitors, *Shaw, Reece, & Co.*; *Murray, Hutchins, & Stirling*; *Hinklin, Washington, & Pearmere*.

Re MELLER'S WILL—North, J., 11th August.

WILL—CONSTRUCTION—LAPSE—GIFT TO CLASS OR INDIVIDUALS—PERSONÆ NOMINATÆ.

The question in this case was whether a gift of a share of residue had lapsed by reason of the death of one of the residuary legatees in the lifetime of the testator. The testator devised and bequeathed all his estate, real and personal, on trust for sale and conversion, and directed them to divide the clear net residue of the proceeds equally between and among nine persons whom he named (describing also two of them as his nephew and niece and the other seven as the children of deceased persons whose names he mentioned) "when and as they shall severally attain the age of twenty-one years or die under that age leaving lawful issue, the share or shares of such one or more who shall die under the age of twenty-one, whether original or accruing, without leaving lawful issue, to go and be divided equally among the survivors, and, if there shall be but one such child who shall live to attain twenty-one, then upon trust for such only child, such child dying under twenty-one as aforesaid to take the share, whether original or accruing, of his, her, or their deceased parent as tenants in common, and to be paid to them on their severally attaining twenty-one." H., one of the nine legatees, died in the lifetime of the testator. She had attained twenty-one, and had married, and she left one child. The other eight legatees survived the testator, and attained twenty-one. The question was whether the gift of the residue had lapsed as to one-ninth thereof, or whether the fund was divisible in eighths among the eight legatees who survived the testator. On behalf of the eight survivors it was contended that the gift, being contained only in the direction to divide, was really a gift to a class—viz., to such of the nine persons named as should attain twenty-one or die under that age leaving issue, and that, according to the ordinary rule applying to class gifts, the gift would not fail in any respect by reason of the death of a member of the class before the testator, and that the whole fund was divisible among such of the nine persons as answered the description and survived the testator—*i.e.*, in eighths. Reliance was placed on *Leake* v. *Robinson* (2 Mer. 363); *Dimond* v. *Bostock* (10 Ch. 358); and *Shiers* v. *Ashworth* (25 Ch. D. 162).

NORTH, J., held that the gift was to individuals, not to a class, and that it had lapsed as to one-ninth of the fund. To construe the words of the gift as a gift to such of the nine persons as should attain twenty-one or die under that age leaving issue would be to make a great alteration in the words, and the words which followed were not consistent with that construction. Those words referred to the "share" of a person who should die under twenty-one without leaving issue, whereas on the construction suggested such a person could not have taken a "share" at all, and yet his "share" was to go over. Moreover, it was essential to a gift to a class that the class, when ascertained, should take the whole fund in any event. That would clearly not be so in this case. Suppose H. had died under twenty-one, leaving a child, and that child had died before the testator, what would become of that share? There was no gift over in such a case. The judgment in *Leake* v. *Robinson*, taken as a whole, was not opposed to his lordship's conclusion. In *Dimond* v. *Bostock* the gift was to all the nephews and nieces of the late husband of the testatrix who were living at his death, except A. or B. Two of the nephews died before the testatrix, and it was held that the gift was to a class, and that there was no lapse, but that the fund was divisible among those of the class who survived the testatrix. It was clear that there could be no increase of the class, and the exception of two persons did not prevent its being a gift to a class. James, L.J., said that "where there is a gift to a class the rule of lapse does not apply. In that case the fund is to be divided among the members of the class living at the time of distribution, unless the words describing the class are used for mere brevity, instead of designating the persons by name." That shewed that, if it was plain that it was merely intended to designate individuals, there was no magic in the use of words of class description. James, L.J., added, "if this had been the first occasion on which the point had arisen, there might have good ground for contending that the legatees in such a gift as the present were *personæ designatæ*, just as if the testator had mentioned their names." The case was quite different from the present. In *Re Smith's Trusts* (9 Ch. D. 117), the gift was of residue "to be equally divided between the five daughters of S. and M.," and Malins, V.C., held that this was a bequest to the five daughters as *personæ designatæ* and not as a class. Malins, V.C., said "if it had been a gift to the daughters simply, than the three surviving daughters, being only members of a class, would have taken the whole. Suppose the testatrix had named the five daughters, could anyone have doubted that they would have been tenants in common of the fund, and if one had died could it be possible for the remaining four to take her share? What difference, then, can there be when she says "the five daughters?" It is precisely the same if she had named them all, and they take as *personæ designatæ*." *Stansfield* v. *Stansfield* (15 Ch. D. 84) was another authority to the same effect. The share of H. had, therefore, lapsed, and would go, as to so much of it as arose from real estate, to the testator's heir-at-law, and as to so much of it as arose from personal estate, to his next of kin.—COUNSEL, *C. Walker; G. T. J. Millar; Underhill; B. Fossett Lock.* SOLICITORS, *Smith, Fawden, & Low; Few & Co.; Emmet, Son, & Stubbs; G. R. Hubbard.*

Re HERMANN LOOG (LIM.)—North, J., 11th August.

FACTOR—LIEN—COMMISSION—AGENT INTRUSTED WITH GOODS FOR SALE—DISTRICT MANAGER OF TRADING COMPANY.

The question in this case was whether a district manager of a trading company was entitled, in respect of commission due to him, to a lien upon the goods of which the possession had been intrusted to him for sale on behalf of the company. The company had agreed to pay him a weekly salary of £2 10*s.* and also a commission of 7½ per cent. on all sales effected by him. The premises in which the local business was carried on were taken in the name of the company, and the business was carried on in their name. The manager did not keep any banking account of his own, but he paid moneys received by him for the company to their bankers, retaining first his salary and expenses and the rent of the premises, which he paid. He never, in fact, retained his commission, and his claim to a lien was made in the winding up of the company for his commission on sales effected during the whole period of his engagement. He did not keep any books of his own, but entered his transactions for the company in their books. It was contended on his behalf that, being intrusted with the possession of the company's goods for sale, he was in the position of a factor, and that he was entitled to a factor's lien on the goods in respect of his commission. Reliance was placed on *Robinson* v. *Rutter* (4 E. & B. 954); *Stevens* v. *Billar* (25 Ch. D. 31); and *Re Pavy's Patent Felted Fabric Co.* (1 Ch. D. 631).

NORTH, J., held that the claimant was not a factor, but only a servant of the company; that his possession of the goods was that of the company; and that he was not entitled to any lien. The receipt of a weekly salary was entirely inconsistent with the relation of principal and factor. In one sense, no doubt, he was intrusted with the possession of the company's goods, but not in the sense in which a factor was intrusted with the possession of his principal's goods. He was intrusted with the possession of the goods in the same way as a company or a large trading body like the Civil Service Association intrusted their servants with the possession of goods for sale. There being no special contract for a lien, he was not entitled to any lien by virtue of his position.—COUNSEL, *T. Ribton; Cookson*, Q.C., and *Emden*. SOLICITORS, *T. H. Philpots; Goldbery & Langdon.*

Re PARTINGTON, PARTINGTON *v.* ALLEN—Stirling, J., 27th and 28th July and 4th August.

TRUSTEES—INVESTMENTS—FREEHOLD PUBLIC-HOUSE AND HOUSES—INSUFFICIENT SECURITY—LIABILITY OF TRUSTEES.

W. H. Partington died in the year 1876, having, by his will (among other things), bequeathed £30,000 upon trust for his wife for life, and, subject thereto, to fall into residue, which was to be divided among his children. The executors and trustees were the testator's wife and the defendant G. P. Allen, who had been the testator's partner in the business of a solicitor. The trustees were authorized to invest the trust funds upon mortgage of freeholds or leaseholds having sixty years to run; and the defendant was also authorized to charge for work done by him in connection with the trusts. The trustees invested £2,500 upon mortgage of a freehold public-house, and £2,400 and £1,500 respectively upon mortgage of lands and houses. The defendants employed a firm of surveyors to value the public-house prior to advancing the money, and, by letter, he instructed the surveyors to state, "not only the value of the property, but also the maximum amount which might, in your opinion, be safely lent by way of first mortgage thereon by trustees," and similar instructions were sent with regard to the other proposed mortgages. The surveyors advised that the public-house was worth £4,174, and was a good security for £3,130, and, with regard to the other properties, that they were respectively worth £3,884 and £2,080, and were ample securities for £2,000 and £1,500 respectively. The securities turned out to be insufficient. The testator's widow commenced proceedings to have it determined whether the above investments were proper, and, if not, whether the defendant was solely liable for the loss, or whether she was liable jointly with him.

STIRLING, J., said that *Speight* v. *Gaunt* (31 W. R. 401, 9 App. Cas. 1) and *Whiteley* v. *Learoyd* shewed that a trustee might avail himself of the assistance and advice of a valuer or surveyor or solicitor in making his investments, but must not adopt that advice blindly, but exercise his judgment upon it as a prudent man would. With regard to mortgage security there was something further to consider, and the rule was that trustees should not advance more than two-thirds of the value upon freehold lands, and not more than one-half upon freehold houses. That was not a hard and fast rule; but if the limit laid down by it was exceeded it was for the trustee to justify his conduct. In the present case that rule had not been observed. The value of the public-house depended to some extent on the licence and the business, the value of which was of a speculative character, and the surveyors ought to have been asked the value of the property apart from its value as a hotel. Nor was either of the other investments, in his lordship's opinion, proper. The defendant was, therefore, liable for the loss. The widow was, in his lordship's opinion, as between herself and the beneficiaries, also liable, for she had no right to delegate her duty and responsibility as a trustee. She was, therefore, jointly liable with the defendant, but the decision was without prejudice to any question between the trustees.

Aug. 9, 11.—This was an adjourned summons in the same matter, taken out for the purpose of having it determined whether Mrs. Partington and the defendant Allen were, as between themselves, jointly responsible for the loss resulting from the improper mortgage investments, or whether the whole loss ought to fall on the defendant Allen.

STIRLING, J., held that the whole loss must fall upon the defendant Allen. He had been the active trustee, and had also acted as the solicitor for the trust, and had made professional profit in that capacity. The improper investments were not the acts of Mrs. Partington to such an extent as to make her liable to make good to the defendant her share of the loss.—COUNSEL in both matters, *Robinson*, Q.C., and *Latham*, Q.C.; *Everitt*,

Q.C., and *Howell*; *Hastings*, Q.C., and *Lovett*; *Pearson*, Q.C., and *Rawlins*; *Buckley*, Q.C., and *Starkey*. SOLICITORS, *Freshfields & Williams*; *Bolton, Robbins, Busk, & Co.*; *Woodhouse, Trower, Freeling, & Parkin*; *Merriman, Pike, & Merriman*.

BEFORE THE VACATION JUDGE.

PRACTICE—VOLUNTARY WINDING UP—ACTION IN QUEEN'S BENCH DIVISION—TRANSFER—STAY OF PROCEEDINGS—VACATION JUDGE—JURISDICTION—JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 24, SUB-SECTION 5—RULES OF COURT, 1883, ORD. 49, R. 5.

In the case of *Re Shingleton Ice Co. (Limited)*, *Bett* v. *Shingleton Ice Co. (Limited)*, before Kekewich, J., on the 17th of August, the question arose where a company had been wound up voluntarily, and the voluntary liquidation had been continued under the supervision of the court, as to the mode of transferring an action brought by a judgment creditor against the company in the Queen's Bench Division, or of staying the proceedings. The resolution to wind up was confirmed on the 12th of August, 1887, and James H. Green was appointed liquidator. On the same day Thomas Green, trading as the General Ice Co., obtained an order for judgment of the High Court of Justice, Queen's Bench Division, against the company, and the solicitors for Bett intimated their intention to proceed. A receiver and manager on behalf of the debenture-holders of the company had been appointed, of which appointment the solicitors of the plaintiff had been informed. The sheriff had entered under the judgment. This was a motion *ex parte* on behalf of the liquidator to restrain the plaintiff Bett from proceeding on his judgment, and asking that the sheriff might be ordered to withdraw. Under ord. 49, r. 5, when an order has been made by a judge of the Chancery Division for the winding up of any company, the judge has power to order the transfer to such judge of any cause or matter pending in any other court or division brought against such company.

KEKEWICH, J., said that the rule did not refer to a voluntary winding up. He was, however, as Vacation Judge, sitting as a judge of the Queen's Bench Division, and, under section 24, sub-section 6, of the Judicature Act, 1873, he had jurisdiction, sitting as a judge of that division, to stay proceedings in the action in the Queen's Bench Division. He therefore made the order in the action, that Bett be restrained from taking any further proceedings on the judgment debt obtained by him against the company on the 12th of August, 1887, and that all proceedings on such judgment be stayed. The sheriff to withdraw.—COUNSEL, *Stroud*; *A. Beddall*; *Tennant*. SOLICITORS, *W. W. Elliott*; *Benjamin Burton*.

INJUNCTION—OBSTRUCTION OF ANCIENT LIGHTS—AGENT.

In the case of *Pedder* v. *Bilcart*, before Kekewich, J., on the 17th of August, the question arose as to whether an action was properly brought against a person who was directing building operations so as to obstruct the plaintiffs' ancient lights. The plaintiffs were trustees of St. Luke's parochial schools, and it was contended on their behalf that they could sue either the owner or the builder. The defendant denied having any interest, and said that he was an agent.

KEKEWICH, J., said that the plaintiff had a right to sue the builder, and continued the *interim* injunction obtained *ex parte* on the 6th of August.—COUNSEL, *C. T. Mitchell*; *Gaskell*. SOLICITORS, *Woodbridge & Son*; *Bury*.

TRADE—COVENANT NOT TO CARRY ON WITHIN A MILE—INJUNCTION—INFANT.

In the cases of *Munson* v. *Odiam*, *Munson* v. *Jordan*, and *Munson* v. *Donald*, before Kekewich, J., on the 17th of August, the question arose as to the course the court should pursue where a defendant appeared in person in an action for breach of covenant, and it was apparent to the judge and the registrar that he was an infant. The three actions were brought to restrain the defendants from carrying on the business of dairymen within one mile from specified places. The defendant Odiam entered into the service of the plaintiff, Henry Munson, at 15s. a week, with two months' notice, and signed an agreement whereby he covenanted that he would not, during the continuance of such service, nor after quitting, in any way interfere with the trade or customers served by and from the plaintiff, or endeavour in any way whatever to set up, exercise, or be concerned within one mile of Battersea Park-road, either directly or indirectly, in the trade of a dairyman as servant or master for his own benefit or any other person whatever. The other two agreements were similar. All the defendants were infants when they signed the agreements, but Donald had come of age since. Odiam appeared in person, and was obviously an infant. The plaintiff asked for a perpetual injunction, with no costs.

KEKEWICH, J., said that he was dealing with an infant (Odiam), and could not grant an injunction, the defendant was incapable of consenting. Though the boy had not entered a formal appearance, he and the registrar had seen him and had the evidence of their own eyes that the boy was an infant, the registrar could not draw up the order after becoming aware of the fact. The cases would stand for a fortnight.—COUNSEL, *A'Beckett Terrell*; *H. T. Eve*. SOLICITORS, *Cuddon & Co.*; *Evans & Batchelor*.

PATENT—INFRINGEMENT—ACCOUNT—UNDERTAKING.

In the case of *Automatic Weighing Machine Co. (Limited)* v. *Knight*, before Kekewich, J., on the 17th of August, the question arose as to whether a defendant who denied any infringement of the patent of the plaintiff should give an undertaking to keep an account. The patent in question was for weighing-machines; the plaintiffs are the owners of Everitt's machine, and alleged that the defendant, Henry Knight, had a machine at the Arcade, Ryde, in the Isle of Wight, which was an infringement of their patent.

KEKEWICH, J., said that there was a serious question to be tried, and matters should be left *in statu quo*. He would not try the question now, but on the defendant undertaking to keep an account of automatic weighing-machines sold by him he should make no order except costs costs in the action.—COUNSEL, *Ralph Griffin*; *Sutherst*. SOLICITORS, *Adams Burn, & Son*; *Alexander Colyer*.

PRACTICE—ATTACHMENT—AFFIDAVIT—COPY.

In the case of *Re Inderwick*, *Ex parte Hanson*, before Kekewich, J., on the 17th of August, a question arose as to the reading of copies of affidavits on a motion for leave to issue a writ of attachment against a person for disobedience to an order. The office copies were not in court.

KEKEWICH, J., said that he would not allow copies to be read where the liberty of the subject was concerned. Fresh notice must be given to the respondent.—COUNSEL, *H. T. Eve*. SOLICITORS, *Blair & Girling*.

LEGAL NEWS.

OBITUARY.

Sir MAXWELL MELVILL, K.C.I.E., C.S.I., formerly a judge of the High Court at Bombay, died at Poonah on the 5th inst. Sir M. Melvill was educated at Haileybury College. He entered the Bombay Civil Service, and he was for many years engaged in the Revenue and Judicial Departments. In 1866 he was appointed Judicial Commissioner in Scinde, and from 1871 till 1884 he was a puisne judge of the High Court at Bombay. In 1884 he was appointed a member of the Council of the Governor of Bombay, which position he occupied until his death. In 1886 he was created a Companion of the Order of the Star of India, and a few months ago he was created a Knight Companion of the Order of the Indian Empire.

Mr HORATIO MANSFIELD, barrister, died at Liverpool on the 12th inst. from pleurisy, after a short illness. Mr. Mansfield was the fifth son of Mr. John Mansfield, and a younger brother of the first Lord Sandhurst, and of Mr. John Smith Mansfield, magistrate at Marlborough-street Police Court. He was born in 1821, and he was educated at Trinity College, Cambridge. He was called to the bar at the Inner Temple in Trinity Term, 1853, and he had practised on the Northern Circuit and at the Liverpool and Kirkdale Sessions and the Liverpool Court of Passage. He had for some time acted as deputy-stipendiary magistrate for the city of Liverpool. Mr. Mansfield was married in 1871 to the widow of Lieut.-Col. Cumming. He was buried at Totton, Hampshire, on the 17th inst.

Mr. ROBERT SANKEY, solicitor (of the firm of Sankeys & Flint), of Canterbury, died on the 5th inst. in his eighty-eighth year. Mr. Sankey, who was almost the oldest solicitor in Kent, was the son of Mr. John Sankey, and was born in 1799. He was admitted a solicitor in 1823, and he had practised for over sixty years at Canterbury. He was at the time of his death associated with his son, Mr. Herbert Tritton Sankey, Clerk of the Peace for Canterbury, and with Mr. Rest William Flint, Town Clerk of Canterbury. Mr. Sankey was a perpetual commissioner for the county of Kent and the city of Canterbury. He was for several years one of the city aldermen, and he was elected mayor of Canterbury in 1858 and again in 1861. He was buried at Barham on the 12th inst.

Sir RICHARD GREEN PRICE, Bart., late M.P. for Radnorshire, died on the 11th inst., aged eighty-four. Sir R. Price was the son of Mr. George Green, of Knighton. He was born in 1803, and he assumed the additional name of Price by Royal licence. He was admitted a solicitor in 1825, and he was for several years in practice at Knighton. He was for nearly ten years county treasurer for Radnorshire, and he was one of the original members of the Knighton Local Board, of which body he afterwards became chairman. In 1863 he was elected M.P. for the Radnor boroughs in the Liberal interest. He was re-elected at the General Elections in 1865 and 1868, but in 1869 he retired in favour of the Marquis of Hartington, who was at that time without a seat in the House of Commons. He was created a baronet in 1874, and in 1880 he was returned for Radnorshire. He retired in 1885, but in 1886 he unsuccessfully contested the county as a Home Rule Liberal. Sir R. Price was married first in 1837 to the daughter of Mr. Dansey, of Easton Court, Radnorshire, and secondly in 1841 to the daughter of Dr. King, of Mortlake. He was a magistrate and deputy-lieutenant for Radnorshire, and he served the office of high-sheriff in 1876. He was buried at Norton, Radnorshire, on the 14th inst.

APPOINTMENTS.

Mr. EDWARD ALEXANDER HEELIS, solicitor, of Appleby, has been appointed Registrar of the Appleby County Court (Circuit No. 3) in succession to his father, the late Mr. Edward Heelis. Mr. E. A. Heelis was admitted a solicitor in 1879.

Mr. JOHN JAMES WILLIAMSON, solicitor, of Canterbury and Deal, has been appointed Clerk to the Magistrates for the Borough of Deal in succession to Mr. George Mercer, resigned. Mr. Williamson was admitted a solicitor in 1885.

Mr. Charles George Nantes, solicitor, of Bridport, has been elected an Alderman for that Borough. Mr. Nantes was admitted a solicitor in 1873. He is Registrar of the Bridport County Court and Coroner for the Bridport District of Dorsetshire.

Mr. Gainsford Bruce, Q.C., has been appointed Temporal Chancellor of the County Palatine of Durham in succession to the late Mr. James Fleming, Q.C. Mr. Bruce is the eldest son of Dr. John Collingwood Bruce, of Newcastle-upon-Tyne, and was born in 1834. He was called to the bar at the Middle Temple in Trinity Term, 1859, and he became a Queen's Counsel in 1883. Mr. Bruce practises on the North-Eastern Circuit. He has been recorder of Bradford since 1877, and he was Solicitor-General of the County Palatine of Durham from 1877 till 1885, when he was appointed Attorney-General.

Mr. William Gerald Seymour Fitzgerald, C.S.I., has been created a Knight of the Order of the Indian Empire. Sir W. Fitzgerald is the eldest son of the Right Hon. Sir William Robert Fitzgerald, G.C.S.I., and was born in 1841. He was educated at Oriel College, Oxford. He was called to the bar at Lincoln's-inn in Trinity Term, 1865, and he formerly practised on the Home Circuit. He was private secretary to his father when Governor of Bombay, and he has been political aide-de-camp to the Secretary of State for India since 1874. He was created a companion of the Order of the Indian Empire in 1885.

Mr. Charles John Pearson, barrister and advocate, has received the honour of Knighthood. Sir C. Pearson is the second son of Mr. Charles Pearson, of Edinburgh, and was born in 1843. He was educated at the Edinburgh Academy, and he was formerly scholar of Corpus Christi College, Oxford, where he graduated first class in Classics in 1865. He obtained the Gaisford Prize for Greek Prose in 1862, and the Gaisford Prize for Greek Verse in 1863. He was called to the bar at the Inner Temple in Trinity Term, 1870, and he was admitted a member of the Faculty of Advocates in Scotland in the following July. Sir C. Pearson is sheriff of chancery, and procurator for the Church of Scotland.

Mr. Thomas Baynes, Solicitor-General for the Leeward Islands, has been appointed to act as Attorney-General for that Colony. Mr. Baynes is the third son of Mr. Edwin Donald Baynes. He was called to the bar at the Middle Temple in July, 1878.

Mr. Charles Halman Beard, barrister, has been appointed to act as Solicitor-General for the Leeward Islands. Mr. Beard is the second son of Mr. William Daniel Beard. He was called to the bar at the Middle Temple in June, 1882.

Mr. Temple Lethbridge Down, solicitor (of the firm of Newton & Down), of Lewisham, has been appointed Clerk and Solicitor to the Lewisham District Board of Works, in succession to the late Mr. Howard Samuel Winnett. Mr. Down was admitted a solicitor in 1881. His partner, Mr. Alfred Newton, is vestry clerk of Lewisham Parish.

PARTNERSHIP DISSOLVED.

Edward Robert Grigson and Richard Robinson, solicitors (Grigson & Robinson), of Watton, Norfolk. All debts due and owing to or by the said partnership will be received and paid by Richard Robinson, by whom alone the business will hereafter be carried on. Jan. 1, 1884.

[*Gazette*, Aug. 16.]

WINDING UP NOTICES.

London Gazette.—Friday, August 12.

JOINT STOCK COMPANIES.

Limited in Chancery.

Rowe & Co, Limited.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to James Cooper, Coleman st bldgs, Moorgate st. Friday, Nov 4 at 12, is appointed for hearing and adjudicating upon the debts and claims

United Kingdom Land and Building Association, Limited.—By an order made by Chitty, J., dated Aug 3, it was ordered that the association be wound up. Clark & Co, Lincoln's inn fields, solors for petner

United Kingdom Land and Building Association, Limited.—Chitty, J., has fixed Tuesday, Aug 23 at 12, at the chambers of the Vacation Judge, for the appointment of an official liquidator

West of England Paper Mills Co, Limited.—Petn for winding up, presented Aug 10, directed to be heard before the Vacation Judge on Wednesday, Aug 24. Bradley, Lombard st, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

Ancient Noble Order of Oddfellows' Benefit Society, White Hart Inn, Ripponden, York. Aug 4

Foresters' Friendly Society, Lamb Inn, Newchurch-in-Pendle, Lancaster. Aug 8

Norley Female Friendly Society, Norley, near Frodsham, Chester. Aug 10

London Gazette.—Tuesday, August 16.

JOINT STOCK COMPANIES.

Limited in Chancery.

Actien Gesellschaft Chemische Fabrik Colombia, Limited.—Creditors are required, on or before Sept 15, to send their names and addresses, and the particulars of their debts or claims, to Edward Goldsworthy James, Lonsdale chmbrs, Chancery lane. Tuesday, Oct 25 at 12, is appointed for hearing and adjudicating upon the debts and claims

A. M. Wood's Sheep "Woodlee" Protection Co, Limited.—Petition for winding up, presented Aug 11, directed to be heard before Kekewich, J., on Aug 24. Pullbrook, 98 Helen's place, solors for petners

Brighton Music Hall Co, Limited.—Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Newson Smith, 37, Walbrook. Wednesday, Nov 2, at 12, is appointed for hearing and adjudicating upon the debts and claims

Derby and Derbyshire Newspaper Co, Limited.—Creditors are required, on or before Sept 12, to send their names and addresses and the particulars of their debts or claims, to Ernest Cooper, 14, George st, Mansion House. Tuesday, Oct 25, at 12, is appointed for hearing and adjudicating upon the debts and claims

Electric Portable Battery and Gas Igniting Co, Limited.—Stirling, J., has by an order, dated June 30, appointed Edwin Collier, 44, Brown st, Manchester, to be official liquidator. Creditors are required, on or before Oct 1, to send their names and addresses, and the particulars of their debts or claims, to the above. Tuesday, Nov 1, at 12, is appointed for hearing and adjudicating upon the debts and claims

Eyre Arms Hotel Co, Limited.—Petn for winding up, presented Aug 13, directed to be heard before Kekewich, J., on Aug 24. Russell, Coleman st, solor for petner

Hendra Estate and Building Materials Co., Limited.—Creditors are required, on or before Sept 30, to send their names and addresses and particulars of their debts and claims to Frederic George Painter, 2, Moorgate st bldgs. Friday, Oct. 28 at 1, is appointed for hearing and adjudicating upon the debts and claims

London Oyster Cultivating Co., Limited.—Stirling, J., has by an order, dated July 26, appointed John Peirson, of 2, Gresham bldgs, Basinghall st, to be official liquidator

Mount Morgan (West) Gold Mine, Limited.—Petn for winding up, presented Aug 12, directed to be heard before Kekewich, J., on Aug 24. Inglis & Son, Chancery lane, solors for petner

Plumbley Colliery Co, Limited.—By an order made by Stirling, J., dated Aug 6, it was ordered that the company be wound up. Page & Scorer, New inn, agents for Page, jun, Lincoln, solor for petner

Sun Portland Cement Co, Limited.—By an order made by Stirling, J., dated Aug 11, it was ordered that the company be wound up. Johnston & Co, Raymond bldngs, Gray's inn, agents for Winder, Bolton, solors for petner

Woolwich (Old Barge House) Steam Ferry, Limited.—Stirling, J., has fixed Friday, Sept 2, at 12, at the chambers of the Vacation Judge, for the appointment of an official liquidator

Unlimited in Chancery.

Albion Mutual Permanent Benefit Building Society.—Chitty, J., has, by an order dated July 21, appointed Mr. Frederick Augustus Jenkins, Exchange bldngs, Bristol, to be official liquidator

County Palatine of Lancaster.

Limited in Chancery

Du Bedad Adams & Co, Limited.—The Vice-Chancellor has, by an order dated July 27, appointed George Mahon, 26, North John st, Liverpool, to be official liquidator

FRIENDLY SOCIETIES DISSOLVED.

Alexandra Lodge, 483 Society, United Ancient Order of Druids, Old House at Home, Croft st, Bradford, York. Aug 11

Suspended for Three Months.

Kidlington Benefit Society, King's Arms, Kidlington, Oxford. Aug 11

Long Row Samaritan Friendly Society, Queen's Arms Inn, Horsforth, Leeds. Aug 11

Prince Rupert Friendly Benefit Society, 57, St Anne st, Liverpool. Aug 11

Ratley New Sick and Benefit Society, Crown Inn, Ratley, nr Banbury, Warwick. Aug 11

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

Last Day of Claim.

London Gazette.—Friday, August 5.

Banks, Maria Louisa, Stoneycroft, nr Liverpool. Oct 1. Ellison v Banks, Kay, J. Wynne, Chancery lane

Bolton, Col Sir Francis John, Knt, Broad Sanctuary, Westminster. Sept 24. Morant & Co. v Bolton, Chitty, J. Treherne, Bedford row

Ferrewest, Mary, Nottingham. Sept 30. Nussey v Featherstonhaugh, Chitty, J. Taylor, Batley

Rosenthall, Gabriel, Jewin st. Sept 30. Rosenthall v Hayman, Chitty, J. Godfrey, Chancery lane

Swalbe, David, Bishopsgate st Within, Cigar Merchant. Sept 7. Klingenstein & Co. v Brighten & another, Stirling, J. Vandamm, Finsbury circus

London Gazette.—Tuesday, August 9.

Goode, Thomas, Congleton, Chester. Sept 1. Goode v Goode, Chitty, J. Reade, Congleton

Langton, Charles, Bournemouth, Clerk. Aug 26. Darwin v Massingberd, Chitty, J. Farrer & Co, Lincoln's inn fields

Slater, Henry, Blackburn, Grocer. Aug 22. Housley v Slater, Registrar, Preston. Entwisle, Blackburn

UNDER 22 & 23 VICT. CAP. 35.

Last Day of Claim.

London Gazette.—Tuesday, August 9.

Bartlet, Alexander Henry, Ipswich, Doctor of Medicine. Nov 5. Jackamas & Co, Ipswich

Benson, William, Knaresbrough, York, Joiner and Cabinet Maker. Oct 1. Kirby & Son, Knaresbrough

Beswick, Elizabeth, Higher Urmston, Lancaster. Sept 9. Killey, Liverpool

Bielby, John, Harrogate, York, Gent. Sept 15. Kirby & Son, Knaresbrough

Byerley, Alfred, Portsea, Hants, Gent. Sept 1. Blake, Portsea

Brooks, Joseph, Hyde, Chester, Hat and Cap Dealer. Aug 17. Cooke, Hyde

Chapman, Henry, Chelsea, Gent. Sept 15. James & James, Ely place

Colthurst, George, Cotham Park, Bristol, Esq. Oct 10. Abbot & Co, Bristol

Cordrey, Mary Elizabeth, Clapham. Sept 20. Hepworth, South st, Finsbury

Davey, William Thomas, Leyton, Doctor of Medicine. Aug 27. Timbrell, Church ct

Dinsdale, William Frederick, Brockley, Kent, Gent. Sept 30. Trinders & Co, Cornhill

England, Richard, Binham, Norfolk, Esq. Oct 3. Watson & Digby, Fakenham

Feilden, Henry St Clair, Shepperton on Thames, Esq. Sept 15. Rawstorne, Suffolk pl

Finch, John, Barton, Lancaster, Yeoman. Sept 23. Thompson & Craven, Preston

Fletcher, Letitia, Brighton. Sept 14. Cockburn, Brighton

Goodall, Harriet, Knaresborough, York. Oct 1. Kirby & Son, Knaresborough

Holmes, Cecil Frederick, Harrow on the Hill, Esq. Sept 9. Cole & Jackson, Essex st, Strand

Holborow, William, Upton St Leonard's, Gent. Sept 17. Poole, Gloucester

Horsford, James, Bedford, Gent. Sept 10. Porter, Bedford

Jeavons, Elizabeth Smith, Wimbledon. Oct 12. Smith, Nicholas lane

JONES, FANNY, St John's Wood. Sept 20. Sheldon Hopworth, South st, Finsbury
JONES, JESSE, Brighton, Gent. Sept 30. Frank Richardson & Sadler, Golden sq, W.
LAWRENCE, ROBERT, Upper Holloway, Locksmith. Sept 12. Maskell, Gt James st, W.C.
LIVESEY, MARTIN, Liverpool, Stock and Share Broker. Sept 15. Laces & Co., Liverpool
MAYO, JULIA, Maida Vale. Sept 1. Patey & Warren, London Wall
MCKEALE, MARY, Crumpsall, Lancaster. Aug 31. Barrow & Smith, Manchester
MCNAUGHTAN, MARGARET HANNAH, Thornbridge, Warwick. Oct 1. Field & Sons, Leamington
NICHOLL, DAVID, Northgate, Halifax, Hatter. Sept 1. Jubb & Co, Halifax
PORTER, ESTHER, Nottingham. Sept 13. Thorpe & Thorpe, Nottingham
SAMBELL, MARY JANE, Plymouth. Oct 4. Solo & Gill, Devonport
SANDERS, EDWARD, Devonport. Oct 1. Brickwood-Hutchings, Devonport
SANDERS, JAMES PENGELLY, East Stonehouse, Devon. Oct 1. Brickwood-Hutchings, Devonport
STROTHER, WILLIAM, Killinghall, York, Solicitor. Oct 1. Kirby & Son, Knaresbrough
TERRELL, THOMAS, North Perrott, Somersetshire, Yeoman. Sept 3. Alford, Crewkerne
TOMLYN, WILLIAM GEORGE, Twickenham, Publican. Sept 12. Skewes-Cox, Red Lion sq
WATSON, THOMAS, Guisborough, Yorkshire. At once. Buchannan & Richardson, Guisborough

London Gazette.—FRIDAY, August 12.

ALEXANDER, WILLIAM DOLLIN, Tunbridge Wells, Esq. Sept 8. Watney & Co, Lombard ct
BALLS, WILLIAM DANIEL CHAMBERLAIN, Tynemouth, Shipowner. Sept 17. Leitch & Co, Newcastle upon-Tyne
BENTLEY, JAMES, Pendlebury, Lancaster, Gent. Sept 16. Walker, Manchester
BURGOYNE, JOHN CHARLES, Harley st, Gent. Oct 1. Burgoynes & Co, Oxford st
DINGLEY, JOSEPH, Knowle, Warwick, Gent. Aug 23. Sale, Solihull, Warwickshire
DINGLEY, MARY, Knowle, Warwick. Aug 23. Sale, Solihull, Warwickshire
FARMER, FRANCES JANE, St. Peter the Great, Worcester. Oct 10. Woodward, Worcester
FROANE, WILLIAM, Birkdale, Lancaster, Gent. Sept 10. Avison & Co, Liverpool
FROPOS, LOUIS, Thayer st, Manchester sq, Boot and Shoe Maker. Sept 23. Eagleton & Son, Lincoln's inn chmbrs
FROPOS, LOUISE, Chelsea. Sept 23. Eagleton & Son, Lincoln's inn chmbrs
HAIGH, THOMAS, Holmfirth, York, Heald Maker. Sept 9. Heeley & Marshall, Holmfirth
HARRISON, JOHN HENRY, STEERE, Llanfairfechan, Carnarvon, Esq. Oct 1. Edwards & Co, Denbigh
HORDEN, JOHN, Clapton, Grocer. Sept 20. Tiddeman, Finsbury sq
HOWKINS, WILLIAM, Frolesworth, Leicester, Yeoman. Sept 29. J. & B. H. C. Fox, Lutterworth
JORDIN, DANIEL, Highley, Salop, Gent. Sept 5. Nichols Marcy, Bewdley
LITHERLAND, JOHN BOSTOCK, Liverpool, Glass and China Merchant and Quarry Proprietor. Sept 23. Johnson, Liverpool
LOWE, JOANNA, Ashford Carbonell, Salop. Sept 9. Lloyd & Son, Leominster
MAIN, ROBERT HALL, Birkenhead, Chester, Coachbuilder. Sept 10. Masters & Rogers, Liverpool
OAKLAND, WILLIAM, Sneinton, Nottingham, Miller. Oct 3. Wing, Nottingham
PARRY, DEBORAH, Worthenbury, Flint. Oct 1. Acton & Co, Wrexham
PARSONS, WILLIAM, Mistley, Essex, Plumber and Glazier. Sept 15. Mustard, Manningtree
PARTON, HENRY, Ightham, Kent, Gent. Sept 5. Beale & Co, Maidstone
PHILLIPS, CHARLES, Newport, Mon, Hotel Keeper. Sept 21. Lyne & Co, Newport, Mon
PORTER, WILLIAM JOHN, Tavoy, British Burmah, Superintendent of Police. Sept 19. Turner & Low, King st, Cheapside
RUSSELL, THOMAS, Hodnell, Warwick, Farmer. Sept 27. Fortescue & Sons, Banbury, Orford
SANDERSON, JAMES, Whitworth, Spotland, Lancaster, Stone Merchant. Sept 1. Roberts, Rochdale
STANTON, ROBERT THOMAS, Dover, Licensed Victualler and Sailmaker. Sept 17. Mowll & Mowll, Dover
STRINGER, JANE, Anerley. Sept 16. May & Co, Adelaide pl, E.C.
WHINFIELD, SUSAN, Shenfield, Essex. Sept 29. Postans & Landons, New Broad st

London Gazette.—TUESDAY, August 16.

BLACKBURN, ALFRED, Forest hill, Solicitor. Sept 20. Sheard, Whitechapel
CHAPPLE, JOHN, St Albans, Architect. Oct 11. Blagg & Edwards, St Albans
CHILVER, LEWIS, Romford, Gent. Sept 12. Stanley & Woodhouse, Abchurch lane
CLIFT, MARIA, Brighton. Sept 30. Stevens & Son, Brighton
CROOK, EPHRIAM, Margate, Gent. Sept 19. Sankey, Margate
DENHAM, Sir HENRY MANGLES, Maida Vale, an Admiral in the Royal Navy. Sept 12. Hallett & Spottiswoode, Craven st
FAIRBANK, JOSHUA, Calverley, York, Woollen Manufacturer. Sept 3. Beaumont & Stephenson, Leeds
GROVER, THOMAS GEORGE, Old Kent rd, Gent. Sept 15. Wyatt & Barraud, Cannon st
HITCHCOCK, WILLIAM, Moulsham, Essex, Gent. Sept 19. Copland, Chelmsford
JORDAN, CHARLES JOSEPH, Kensal green, Monumental Mason. Sept 28. Welman, Westbourne grove
KAY, WILLIAM HENRY, Florence, Italy. Oct 12. Withall & Co, Bedford row
LEADBEATER, JOSHUA, Heckmondwike, York, Agent. Sept 2. Oates, Heckmondwike
LEE, JAMES GOODING, Halifax, Painter and Decorator. Sept 12. Rhodes, Halifax
LLOYD, DAVID, Leominster, Gent. Sept 11. Lloyd & Son, Leominster
MITTON, MARY, Cardington. Sept 30. Morgan, Shrewsbury
OGDEN, THOMAS, Halifax, Woollen Draper. Sept 19. Atkinson, Bradford
OWEN, FRANCIS, Sheffield, Silversmith. Sept 12. Binney & Sons, Sheffield
ROBINSON, EDWIN CHARLES, Leicester, Ironmonger. Sept 10. Miles & Place, Leicester
RUSSELL, THOMAS, Hodnell, Warwick, Farmer. Sept 29. Fortescue & Sons, Banbury
RUTTER, ELIZA, Surbiton. Sept 14. Ellis & Co, St Swithin's lane
SMITH, WILLIAM, Brighouse, York, Licensed Victualler. Oct 1. Barber, Brighouse
SODEMANN, LOUIS CARL, Dalston, Gent. Oct 1. Foster & Co, College st
SPICER, WALTER, Godalming, Surrey, Paper Manufacturer. Sept 20. Shepheards, Finsbury circus
STEWARDSON, SUSANNAH, South Mims, Middlesex. Sept 10. Houghtons & Byfield, Gracechurch st
STILLINGFLEET, HENRY JAMES WILLIAM, Hampton Bishop, Hereford, Clerk in Holy Orders. Sept 15. Beddoe, Hereford
SUMNER, LAURA, Aldrington, Sussex. Sept 1. Nye, Brighton
TAYLOR, RICHARD, Kersal, Gent. Oct 1. Cunliffe & Co, Manchester
THRIDGOULD, JOHN, Sidney st, Commercial rd, Bookseller. Oct 11. Naunton & Son, Cheapside
WALKER, EDWARD, South Kensington. Oct 1. Radcliffes & Co, Craven st
WALKER, ELEANOR, South Kensington. Oct 1. Radcliffes & Co, Craven st
WALKER, ELIZABETH, Barnet. Oct 3. Richardson, Thirsk
WALKER, JESSELINA, South Kensington. Oct 1. Radcliffes & Co, Craven st
WALKER, MARIA, South Kensington. Oct 1. Radcliffes & Co, Craven st
WOODWARD, Rev THOMAS BENJAMIN, Kemerton, Gloucester. Sept 15. Woodward, Worcester
WOOLDRIDGE, GEORGE HENRY, Poplar. Sept 10. Lawrence Heap, Upper Tooting

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 115, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS and STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's Court House, West Kensington, London, price 13 stamps. The Author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

BANKRUPTCIES ANNULLED.

Under the Bankruptcy Act, 1869.

London Gazette.—TUESDAY, Aug. 16, 1887.

HUGGINS, HORATIO JAMES, Risinghill st, Pentonville, Manufacturer of Bottle Washing Machines. Aug 10

London Gazette.—FRIDAY, August 12.

RECEIVING ORDERS.

ABRAHAM, SOLOMON, Darlington, Draper. Stockton on Tees. Pet July 26. Ord Aug 9
ALLATT, FREDERICK THOMAS, Frisington, Cumberland, Chemist. Whitehaven. Pet Aug 9. Ord Aug 9
ANDREWS, WILLIAM CHARLES, Bournemouth, Corn Merchant. Poole. Pet Aug 8. Ord Aug 8
ARCHER, ALFRED JAMES, Josephine avenue, Brixton, of no occupation. High Court. Pet July 23. Ord Aug 9
ARMSTRONG, THOMAS, Southsea, Furniture Dealer. Portsmouth. Pet Aug 2. Ord Aug 2
BARBER, EDWIN, Albion villas, Tottenham, Builder. Edmonton. Pet July 6. Ord Aug 9
BATTS, WILLIAM BESANT, Hambledon, Hampshire, Bricklayer. Southampton. Pet Aug 9. Ord Aug 9
BENNETT, ROBERT, Cheapside, Auctioneer. High Court. Pet June 30. Ord Aug 9
BEVAN, WILLIAM, St George, Gloucester, Butcher. Bristol. Pet Aug 9. Ord Aug 9
BIRD, JOHN, Hammerwich, Stafford, Farmer. Walsall. Pet Aug 8. Ord Aug 8
BISHOP, EDWIN THOMAS, Landport, Baker. Portsmouth. Pet Aug 2. Ord Aug 2
BLOORE, ELIZABETH, Walsall, Grocer. Walsall. Pet July 26. Ord Aug 8
BROMAGE, JOSEPH, and FREDERIC BROMAGE, Birmingham, Manufacturing Jewellers. Birmingham. Pet July 26. Ord Aug 9
BROWN, EDWIN JAMES, Bath, Printer. Bath. Pet Aug 9. Ord Aug 9
BULMER, HENRY WOOD, York, out of business. York. Pet Aug 10. Ord Aug 10
BURNETT, GEORGE THORNE, Stogumber, Somerset, Grocer. Taunton. Pet July 19. Ord Aug 9
CHISHOLM, RALPH, jun, East Allerdean, Northumberland, Farmer. Newcastle. Pet Aug 8. Ord Aug 8
CHITTENDEN, EDWARD JAMES BOURNE, Bermondsey wall, Bermondsey, Potter. High Court. Pet Aug 10. Ord Aug 10
COLLINSON, GEORGE FREDERICK HAMPTON, Chancery lane, Solicitor. High Court. Pet May 17. Ord Aug 9
COOK, ARTHUR, Oxford, Grocer. Oxford. Pet Aug 9. Ord Aug 9
COOTES, JAMES, West Ham, Essex, Contractor. High Court. Pet Aug 10. Ord Aug 10
DAWSON, SEWELL, Brampton, Huntingdon, Farmer. Peterborough. Pet Aug 8. Ord Aug 8
DEAR, WILLIAM, Tankerville ct, Southgate, Upholsterer. Edmonton. Pet July 9. Ord Aug 9
DICKINSON, ANNIE A, Pembroke sq, Kensington. High Court. Pet July 29. Ord Aug 10
EVANS, THOMAS SAMUEL, Matilda st, Thornhill sq, Upholsterer. High Court. Pet Aug 8. Ord Aug 8
EXLEY, WILLIAM, Wheelgate, Malton, Yorks, Boot Dealer. Scarborough. Pet Aug 9. Ord Aug 9
FARR, DAVID, Porth, Glamorgan, Bootmaker. Pontypridd. Pet Aug 8. Ord Aug 8
FAWCETT, SAM, Hightown in Liversedge, Yorks, Currier. Dewsbury. Pet July 23. Ord Aug 8
FAWCETT, WILLIAM, Northampton, Coal Dealer. Northampton. Pet Aug 9. Ord Aug 9
FORREST, CALEB, JOSHUA FORREST, and ELI FORREST, Colley Gate, Cradley, Worcester, Spade Manufacturers. Dudley. Pet Aug 8. Ord Aug 8
HAYMAN, HENRY JAMES, Bristol, Refreshment House Keeper. Bristol. Pet Aug 10. Ord Aug 10
HESELTON, ALFRED, Bridlington, Yorks, Fellmonger. Scarborough. Pet Aug 8. Ord Aug 8
HOUGH, THOMAS, Wolverhampton, Bicycle Manufacturer. Wolverhampton Pet Aug 10. Ord Aug 10

ISRAEL, HENRY ASH, Central Meat Market, Meat Salesman. High Court. Pet Jan 5. Ord March 23

JAMES, ROBERT, Graveley, Cambridge, Farmer. Bedford. Pet Aug 9. Ord Aug 10

JOHNSON, HENRY, Farnborough, Hampshire, Draper. Guildford. Pet Aug 8. Ord Aug 8

JONES, THOMAS, Blaenau Festiniog, Merioneth, General Dealer. Bangor. Pet Aug 8. Ord Aug 8

KELLEY, WILLIAM, Hertford rd, Edmonton, Builder. Edmonton. Pet July 12. Ord Aug 9

KING, AARON, Cardiff, Hardware Dealer. Cardiff. Pet Aug 9. Ord Aug 9

MILLS, SAMUEL, Leeds, Commission Agent. Leeds. Pet Aug 9. Ord Aug 9

MILSOM, JAMES, Watford, Herts, Ironmonger. St Albans. Pet Aug 6. Ord Aug 6

MORGAN, JAMES FERRENT, Glamorganshire, Innkeeper. Pontypridd. Pet Aug 9. Ord Aug 9

MORGAN, JOHN, Cardiff, Mason. Cardiff. Pet Aug 9. Ord Aug 9

PAILLARD, ARTHUR, Holborn Viaduct, Musical Instrument Importer. High Court. Pet Aug 10. Ord Aug 10

PALMER, ALBERT, and ALBERT EDWARD PALMER, Yeovil, Somersetshire, Glove Manufacturers. Yeovil. Pet Aug 8. Ord Aug 8

PEMBERTON, OLIVER JAMES, Sutton Coldfield, Warwickshire, Licensed Victualler. Birmingham. Pet July 28. Ord Aug 9

PHIPPARD, JOHN, Swanage, Dorsetshire, Lodging-house Keeper. Poole. Pet Aug 10. Ord Aug 10

POPE, HENRY ALEXANDER, Swansea, Licensed Victualler. Swansea. Pet Aug 10. Ord Aug 10

RHODES, DANIEL, Dewsbury, Yorkshire, Newsagent. Dewsbury. Pet Aug 9. Ord Aug 9

ROBERTSON, JOSEPH, Tokenhouse yard, Financial Agent. High Court. Pet July 28. Ord Aug 8

SANGER, WILLIAM, Margate, Proprietor of Steam Roundabouts. Canterbury. Pet July 14. Ord Aug 8

SPARKE, JOHN, Deal, Schoolmaster. Canterbury. Pet July 13. Ord Aug 8

SUTTON, WILLIAM, Hampton in Arden, Warwickshire, Coal Merchant. Birmingham. Pet Aug 9. Ord Aug 9

SYMONDS, THOMAS EDWARD, Hereford, Builder. Hereford. Pet Aug 8. Ord Aug 8

TAYLOR, GEORGE, Gloucester, Butcher. Gloucester. Pet Aug 10. Ord Aug 10

TAYLOR, JAMES, Hexham, Northumberland, Publican. Newcastle. Pet Aug 8. Ord Aug 8

TEAL, JEREMIAH, East Berwick, nr Skipton, Yorks, Farmer. Bradford. Pet Aug 8. Ord Aug 8

WATERFALL, WALTER JOHN, Coventry, Gasfitter. Coventry. Pet Aug 9. Ord Aug 9

WATKINS, EDMOND, Church st, Stoke Newington, Cheesemonger. Edmonton. Pet July 26. Ord Aug 9

WEBSTER, FISHER, and JAMES WILLIAM WEBSTER, Swavesey, Cambridgeshire, Millers. Peterborough. Pet Aug 8. Ord Aug 8

WILSTON, JOHN JAMES, Camden st, Camden Town, Wheelwright. High Court. Pet Aug 10. Ord Aug 10

FIRST MEETINGS.

ALLATT, FREDERICK THOMAS, Frizington, Cumberland, Chemist. Aug 22 at 12. 67, Duke st, Whitehaven

ANDREW, RICHARD, Gainsborough, Miller. Aug 22 at 12. Off Rec, 2, St Benedict's sq, Lincoln

ANDREWS, WILLIAM CHARLES, Bournemouth, Corn Merchant. Aug 22 at 12. Temperance Hall, Poole

ARMSTRONG, THOMAS, Southsea, Furniture Dealer. Aug 22 at 3.30. 166, Queen st, Portsea

BAILEY, GEORGE, Thurloe place, South Kensington, Veterinary Surgeon. Aug 19 at 12. 33, Carey st, Lincoln's inn

BARNES, WILLIAM CHARLES, New Clee, Lincolnshire, Smackowner. Aug 31 at 12. Off Rec, 3, Haven st, Gt Grimsby

BERRY, WILLIAM, Darlington, Tailor's Assistant. Aug 23 at 11. Off Rec, 8, Albert rd, Middlesborough

BISHOP, EDWIN THOMAS, Landport, Baker. Aug 22 at 3. 166, Queen st, Portsea

BOBLASE, WILLIAM COPELAND, Laregan, Penzance, M.P. Aug 19 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

BROWN, MARY ANN, Leamington, Warwickshire, Pork Butcher. Aug 19 at 12.30. Off Rec, 17, Hertford st, Coventry

BULMER, HENRY WOOD, York, out of business. Aug 19 at 2. Off Rec, York

CHISHOLM, RALPH, jun., East Allerdean, Northumberland, Farmer. Aug 22 at 12. Off Rec, Pink lane, Newcastle on Tyne

COLLINS, CHARLOTTE, Binfield, Berks, Baker. Aug 20 at 11. Herbert & Sons, Peascod st, Windsor

DAWSON, GEORGE MASON, Broadstairs, Kent, Builder. Aug 22 at 12.30. Bankruptcy bldgs, Lincoln's inn

DAWSON, SEWELL, Brampton, Hunts, Farmer. Aug 24 at 1. Fountain Hotel, Huntingdon

DOMSALLA, AMANDUS ADOLPHE, Morley st, Shoreditch, Cabinet Manufacturer. Aug 19 at 11. 33, Carey st, Lincoln's inn

ELLIOTT, SAMUEL, Alphington, Devon, Nurseryman. Aug 23 at 11.30. Castle of Exeter, Exeter

FORD, CHARLES, Horsley, Glos, Farmer. Aug 20 at 3. Imperial Hotel, Stroud

GOOLD, HENRY, Birmingham, Silk Mercer. Aug 25 at 11. 25, Colmore row, Birmingham

HARRIS, SIMON, Hatton Garden. Aug 23 at 1. Bankruptcy bldgs, Lincoln's inn

HIBBEN, JOHN MAXTED, Gt Yarmouth, Shipsmith. Aug 20 at 1. Off Rec, 8, King st, Norwich

HUNT, CHARLES, Stroud, Glos, Cabinet Maker. Aug 20 at 3. Imperial Hotel, Stroud

INGHAM, WILLIAM RUSHTON, Rawtenstall, Lancs, Ironfounder. Aug 19 at 3. Queen's Hotel, Rawtenstall

JONES, EVAN, Tyddyn-celchwr, Llanfwrog, Ruthin, Denbighshire, Farmer. Sept 13 at 11.45. County Hall, Wrexham

LIDDIATT, RICHARD KILMINSTER, Chalford, Glos, Builder. Aug 20 at 4. Imperial Hotel, Stroud

LITTLER, ALFRED ROBERT, Worksop, Notts, Painter. Aug 23 at 11.30. Off Rec, Figtree lane, Sheffield

MARSON, THOMAS, Birmingham, Jeweller. Aug 24 at 11. 25, Colmore row, Birmingham

MORTIMER, JOHN ROBERT, Gt Driffield, Yorks, Corn Merchant. Aug 19 at 2. Law Society, Lincoln's inn bldgs, Bowlalley lane Hull

PALMER, ALBERT, and ALBERT EDWARD PALMER, Yeovil, Somerset, Glove Makers. Aug 22 at 1. Off Rec, Salisbury

PALMER, EDWARD, Hanham, Glouces, Draper. Aug 20 at 11. Off Rec, Bank chbrs, Bristol

PAYNE, JAMES, Bath, Bootmaker. Aug 22 at 12.30. R H Moore, High Bailiff, York st, Bath

PRITCHARD, THOMAS, Bethesda, Carnarvonshire, Grocer. Aug 19 at 2.30. Off Rec, Crypt chbrs, Chester

REDGATE, HERBERT, Nottingham, Lacemaker. Aug 19 at 12. Off Rec, 1, High pavement, Nottingham

RHODES, DANIEL, Dewsbury, Yorks, Newsagent. Aug 19 at 3. Off Rec, Bank chbrs, Batley

SANGER, WILLIAM, Margate, Proprietor of Steam Roundabouts. Aug 22 at 11.30. Bankruptcy bldgs, Lincoln's inn

SEAGE, WILLIAM, Coles Thurdon, Kilkhampton, Cornwall, Farmer. Aug 19 at 11. Stanhope Hotel, Holsworthy

SHEPHERD, THOMAS, Warrenby, Yorks, Grocer. Aug 23 at 11. Off Rec, 8, Albert rd, Middlesborough

SPRUCE, FRANK, Knutsford, Cheshire, Coal Merchant. Aug 19 at 11.30. Off Rec, Ogden's chbrs, Bridge st, Manchester

SQUIRE, JOHN, and ALBERT SQUIRE, Acle, Norfolk, Farmers. Aug 20 at 12. Off Rec, 8, King st, Norwich

TAYLOR, EDWARD BROWN, Oat lane, Trimming Manufacturer. Aug 19 at 12. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

TAYLOR, FREDERICK, Hunslet, Leeds, Earthenware Manufacturer. Aug 22 at 11. Off Rec, 22, Park row, Leeds

TAYLOR, JAMES, Hexham, Northumberland, Publican. Aug 22 at 11. Off Rec, Pink lane, Newcastle on Tyne

THORNTON, JAMES, Oxford, Bookseller. Aug 19 at 11.30. Law Society, Chancery lane

TURNER, WALTER ERNEST, Bath, Eating House Keeper. Aug 22 at 12. Mr. R. H. Moore, High Bailiff, York st, Bath

WEBSTER, FISHER, and JAMES WILLIAM WEBSTER, Swavesey, Cambs, Millers. Aug 24 at 1. Fountain Hotel, Huntingdon

YAPP, THOMAS, Hereford, Confectioner. Aug 23 at 10. 2, Offa st, Hereford

The following amended notice is substituted for that published in the London Gazette of Aug 5.

MORRISH, RICHARD WOOD, Leamington, Boot Dealer. Aug 19 at 11. Off Rec, 17, Hertford st, Coventry

ADJUDICATIONS.

ADAMS, HENRY CADWALLADER, Twickenham, Esq. Brentford. Pet Aug 4. Ord Aug 9

ALLATT, FREDERICK THOMAS, Frizington, Cumberland, Chemist. Whitehaven. Pet Aug 9. Ord Aug 9

APLIN, HENRY, Combe St Nicholas, Somersetshire, Farmer. Taunton. Pet May 27. Ord Aug 8

BAINES, WILLIAM HENRY, Nottingham, Grocer. Nottingham. Pet July 11. Ord Aug 8

BATTS, WILLIAM BEASANT, Hambledon, Hants, Bricklayer. Southampton. Pet Aug 9. Ord Aug 9

BIRD, JOHN, Hammerwich, Staffordshire, Farmer. Walsall. Pet Aug 8. Ord Aug 9

BISHOP, EDWIN THOMAS, Newcombe rd, Landport, Baker. Portsmouth. Pet Aug 2. Ord Aug 2

BROOME, —, Brighton, Grocer. Brighton. Pet July 9. Ord Aug 8

CHISHOLM, RALPH, the younger, East Allerdean, Northumberland, Farmer. Newcastle. Pet Aug 8. Ord Aug 8

COPEMAN, WALTER, Lowestoft, Butcher. Great Yarmouth. Pet July 19. Ord Aug 10

COX, W L H, St Martin's le Grand, Government Clerk. High Court. Pet Sec 10. Ord Aug 9

DAWSON, SEWELL, Brampton, Huntingdonshire, Farmer. Peterborough. Pet Aug 8. Ord Aug 8

DOWNS, CHARLES, Lavender hill, Clapham, no occupation. Wandsworth. Pet May 20. Ord Aug 9

FAWCETT, WILLIAM, Northampton, Coal Dealer. Northampton. Pet Aug 8. Ord Aug 9

GREEN, ELIAS, Stalbridge, Dorsetshire, Pianoforte Dealer. Salisbury. Pet July 18. Ord Aug 9

HOLDSWORTH, JOHN, Gomersal, Yorks, Flannel Manufacturer. Dewsbury. Pet July 19. Ord Aug 9

HOLIDAY, JAMES, Skillington, Lincs, Farmer. Nottingham. Pet July 19. Ord Aug 8

HOPKINS, ELIZA, Henbury Gloucestershire, Widow. Bristol. Pet July 11. Ord Aug 10

HUNT, CHARLES, Stroud, Gloucestershire, Cabinet Maker. Gloucester. Pet Aug 4. Ord Aug 10

INGHAM, WILLIAM RUSHTON, Rawtenstall, Lancs, Ironfounder. Blackburn. Pet July 19. Ord Aug 9

JONES, WILLIAM, Plough lane, New Wandsworth, Grocer. Wandsworth. Pet July 29. Ord Aug 6

KENT, HANNAH, Bletchingley, Surrey, Grocer. Croydon. Pet July 22. Ord Aug 8

MELBOURNE, JAMES, Monkgate, York, Journeyman Painter. York. Pet Aug 4. Ord Aug 6

PAILLARD, ARTHUR, Holborn viaduct, Musical Instrument Importer. High Court. Pet Aug 10. Ord Aug 10

PHIPPARD, JOHN, Swanage, Dorset, Lodging House Keeper. Poole. Pet Aug 10. Ord Aug 10

PIGOT, JOSEPH, Monnery rd, Upper Holloway, Licensed Victualler. High Court. Pet July 12. Ord Aug 10

RADFORD, FREDERICK RICHARD, Bristol, Butcher. Bristol. Pet July 16. Ord Aug 8

RHODES, DANIEL, Dewsbury, Newsagent. Dewsbury. Pet Aug 9. Ord Aug 9

RICHARDS, JOHN, Festiniog, Merioneth, Grocer. Bangor. Pet July 23. Ord Aug 9

SEAGE, WILLIAM, Coles Thurdon, Kilkhampton, Cornwall, Farmer. Barnstaple. Pet Aug 3. Ord Aug 8

SIDDELEY, JOSHUA, and JOHN SIDDELEY, Liverpool, Ice Manufacturers. Liverpool. Pet May 26. Ord Aug 10

SOLOMON, NATHAN, Birmingham, Glazier. Birmingham. Pet June 17. Ord Aug 10

SYMONS, THOMAS EDWARD, Hereford, Builder. Hereford. Pet Aug 8. Ord Aug 9

TAYLOR, GEORGE, Barnwood, Gloucester, Butcher. Gloucester. Pet Aug 10. Ord Aug 10

TRIGG, HANNAH, Manchester, Licensed Victualler. Manchester. Pet July 15. Ord Aug 9

TURNER, GEORGE, Strafford rd, Acton, Florist. Brentford. Pet Aug 3. Ord Aug 9

WILDING, HENRY AMBLER, Frederick st, Gray's inn rd, Clerk. High Court. Pet June 9. Ord Aug 8

WILLIAMSON, JOHN, Droitwich, Worcester, Clerk in Holy Orders. Worcester. Pet July 19. Ord Aug 10

WRIGHT, ALBERT GEORGE, Broadwater, Sussex, Builder. Brighton. Pet July 21. Ord Aug 8

WRIGHT, EDWARD, Sheffield, Builder. Sheffield. Pet July 20. Ord Aug 10

YOUNG, J ARTHUR, Westminster chmbrs, Victoria st, Engineer. High Court. Pet June 9. Ord Aug 8

London Gazette.—TUESDAY, Aug. 16.

RECEIVING ORDERS.

AYLWARD, JOHN, Coventry, Perambulator Manufacturer. Coventry. Pet Aug 13. Ord Aug 13

BARNES, WALTER, Pullar rd, West Barnet, Grocer. Barnet. Pet June 28. Ord Aug 10

BARRETT, WILLIAM, Bristol, Boot Maker. Bristol. Pet Aug 12. Ord Aug 12

BIDEN, LUCY, Truro, Cornwall, Stationer. Truro. Pet Aug 9. Ord Aug 9

BLAND, JOHN, Kingston upon Hull, Wood Turner. Kingston upon Hull. Pet Aug 12. Ord Aug 12

BOWDEN, SAMUEL ELLIOTT, Exmouth, Harbour Master. Exeter. Pet Aug 12. Ord Aug 12

BROWN, THOMAS, Upton on Severn, Worcestershire, Coal Dealer. Worcester. Pet Aug 13. Ord Aug 13

BURNETT, WILLIAM HALL, Middlesborough, Printer. Middlesborough. Pet Aug 12. Ord Aug 12

CARTY, TIMOTHY, sen, Birmingham, Grocer. Birmingham. Pet Aug 12. Ord Aug 12

CHAPMAN, WILLIAM, Grimston, Norfolk, Farmer. King's Lynn. Pet Aug 12. Ord Aug 12

CHAPPELL, WILLIAM, Swinton, Yorks, Colliery Deputy. Sheffield. Pet Aug 11. Ord Aug 11

CLARKE, CHARLES ALBERT, Calverley, Yorks, Boot Maker. Bradford. Pet Aug 11. Ord Aug 11

CORDY, THOMAS HENRY, Bristol, Cabinet Maker. Bristol. Pet Aug 11. Ord Aug 11

DARTON, THOMAS GATES, and EDWARD HACK DARTON, Kirby st, Hatton garden, Book Binders. High Court. Pet Aug 11. Ord Aug 11

ELSNER, ISAAC, Birmingham, Pawnbroker. Birmingham. Pet Aug 12. Ord Aug 12

ELSON, ALFRED HOWARD, Theobald's rd, Accountant. High Court. Pet July 23. Ord Aug 10

EVERSTED, ARTHUR WILLIAM, Horsham, Commercial Traveller. Brighton. Pet Aug 11. Ord Aug 11

FOLLETT, RICHARD, Barnstaple, Licensed Victualler. Barnstaple. Pet Aug 12. Ord Aug 12

FORD, JAMES, Pitfield st, Hoxton, Contractor. High Court, Pet June 15. Ord Aug 11

GETELIN, GEORGE, Newcastle on Tyne, Exhibition Agent. Newcastle on Tyne. Pet Aug 13. Ord Aug 13

GILLESPIE, WILLIAM, Barrow in Furness, Licensed Victualler. Barrow in Furness. Pet Aug 12. Ord Aug 12

GLOVER, JOHN THOMAS, Bloxwich, Stafford, Chain Manufacturer. Walsall. Pet Aug 11. Ord Aug 11

GRIFFITHS JOHN WATKINS, Brecon, Ironmonger. Merthyr Tydfil. Pet Aug 13. Ord Aug 13

GRIFFITHS, WILLIAM GEORGE, Lydney, Gloucester, Draper. Newport, Mon. Pet Aug 12. Ord Aug 12

GRISSELL, CHARLES E, Elm pk gdns, Fulham, Gent. High Court. Ord Sept 15. Pet Aug 10

HARKER, MARY, Harrogate, Fancy Wool Dealer. York. Pet Aug 10. Ord Aug 10

HASELDEN, THOMAS JAMES, Rhyl, Flint, Teacher of Music. Bangor. Pet Aug 13. Ord Aug 13

HILTON, WILLIAM, Oldham, Builder. Oldham. Pet Aug 11. Ord Aug 11

HOWE, GEORGE, Altrincham, Baker. Manchester. Pet Aug 12. Ord Aug 12

HUXLEY, CHARLES, Wrexham, Builder. Wrexham. Pet Aug 12. Ord Aug 12

JACQUES, JOSEPH, Bradford, Stuff Manufacturer. Bradford. Pet Aug 12. Ord Aug 12

JAMES, JAMES WESTHEAD, Higher Tranmere, Cheshire, Estate Agent. Liverpool. Pet Aug 11. Ord Aug 11

JANION, JOHN WILLIAM, Leeds, Painter. Leeds. Pet Aug 13. Ord Aug 13

JONES JOHN, Nantcwnlle, Cardigan, Labourer. Carmarthen. Pet Aug 13. Ord Aug 13

JONES, WILLIAM, Rhyl, Flint, Grocer. Bangor. Pet Aug 13. Ord Aug 13

KIDD, HENRY, Landport, Hampshire, Tobacconist. Portsmouth. Pet Aug 12. Ord Aug 12

KING, ARTHUR PERCY, Ingersoll rd, Shepherd's Bush, no occupation. High Court. Pet July 19. Ord Aug 12

KING, RICHARD, Wellington, Somerset, Coal Dealer. Taunton. Pet Aug 12. Ord Aug 12

KUETZIG, LOUIS, Dyer's bldgs, Holborn. High Court. Pet July 18. Ord Aug 12

MARRIOTT, WILLIAM HENRY, Harbury, Warwick, Builder. Warwick. Pet Aug 11. Ord Aug 11

MERCER, ALFRED, Lutterworth, Leicester, Surgeon's Assistant. Leicester. Pet July 28. Ord Aug 10

MORFEY, ALBERT WILLIAM, Upper Edmonton, Commercial Clerk. Edmonton. Pet Aug 12. Ord Aug 12

PARKER, ROBERT FOSTER, Skipton, Bank Manager. Bradford. Pet Aug 4. Ord Aug 11

PAYNE, EDWIN, Kenmont terr, Kensal Green, Dairyman. High Court. Pet July 22. Ord Aug 12

PHILLIPS, SIDNEY HEATH, Plymouth, Solicitor. East Stonehouse. Pet July 22. Ord Aug 11

SAUNDERS, BERTHA HENRIETTA, Clanricarde gardens, Kensington, Lodging House Keeper. High Court. Pet Aug 12. Ord Aug 12

SIMMONDS, HERBERT, Aberystwith, Cabdriver. Aberystwith. Pet Aug 11. Ord Aug 11

SIZER, JOHN, Sheffield, Grocer. Sheffield. Pet Aug 13. Ord Aug 13

STEVENS, GEORGE JACKSON, Shepherd's Bush, Auctioneer. High Court. Pet July 22. Ord Aug 11

TAYLOR, ALFRED, Stalbridge, Dorset, Brewer. Salisbury. Pet Aug 12. Ord Aug 12

TAYLOR, FRANCIS NICHOLAS, Leverington, Cambs, Farmer. King's Lynn. Pet Aug 13. Ord Aug 13

THOMAS, DAVID, Ton Ystrad, Glamorganshire, Bootmaker. Pontypridd. Pet July 28. Ord Aug 11

THORPE, GEORGE JOHN, Shipley, Yorks, Grocer. Bradford. Pet Aug 13. Ord Aug 13

WATSON, HENRY, Basingstoke, Builder. Winchester. Pet July 11. Ord Aug 10

WEBSTER, CATHERINE JANE, Rhyl, Flintshire, Hotel Keeper. Bangor. Pet Aug 11. Ord Aug 11

WETHERELL, TOM, jun., Durham, Solicitor. Durham. Pet June 30. Ord Aug 11

WHITE, G. PRESTON, Queen Anne's gate, Gent. High Court. Pet July 18. Ord Aug 11

WHITE, JOHN, Stillington, Yorks, Tailor. York. Pet Aug 11. Ord Aug 11

WILLIAMS, JOHN HEZEKIAH, Newport, Mon, Grocer. Newport, Mon. Pet Aug 13. Ord Aug 13

WISEMAN, JOSEPH JOHN, Westbourne, Bournemouth, Plumber. Poole. Pet Aug 13. Ord Aug 13

WOLFFE, AUGUST, Hedon-in-Holderness, Yorks, Innkeeper. Kingston on Hull. Pet Aug 12. Ord Aug 12

WOOD, WALTER, Delahay st, Westminster. High Court. Pet July 1. Ord Aug 11

WRIGHT, BRYCE McMURDO, Regent st, Mineralogist. High Court. Pet July 16. Ord Aug 12

FIRST MEETINGS.

ALDRIDGE, JOSEPH, Ludgate hill, Ironmonger. Aug 24 at 11. Bankruptcy bldgs, Portugal st, Lincoln's inn fields

AUGUST, WILLIAM HENRY, Croydon, Surrey, Grocer. Aug 29 at 11.30. Off Rec, 109, Victoria st, Westminster

BARRETT, WILLIAM, Bristol, Bootmaker. Aug 26 at 12.30. Off Rec, Bank chbrs, Bristol

BATTS, WILLIAM BRASANT, Hambledon, Hants, Bricklayer. Aug 22 at 3. Off Rec, 166, Queen st, Portsea

BEVAN, WILLIAM, St George, Glouces, Butcher. Aug 25 at 12. Off Rec, Bank chbrs, Bristol

BIDEN, LUCY, Truro, Cornwall, Stationer. Aug 29 at 12. Off Rec, Boscawen st, Truro

BIRD, JOHN, Hammerwich, Staffs, Farmer. Aug 29 at 11. Off Rec, Wa'sall

BLOORE, ELIZABETH, Walsall, Grocer. Aug 25 at 3.30. Off Rec, Wolverhampton

BOULBY, JOSEPH THOMAS, Sheffield, Builder. Aug 24 at 11.30. Off Rec, Figtree lane, Sheffield

BOWDEN, SAMUEL ELLIOTT, Exmouth, Harbour Master. Aug 26 at 11. Off Rec, 13, Bedford circus, Exeter

BROWN, EDWIN JAMES, Bath, Printer. Aug 26 at 3.30. R. H. Moore, York st, Bath

BROWN, THOMAS, Upton on Severn, Corn Dealer. Aug 27 at 11. Off Rec, Worcester

BURGESS, SARAH ANN, Far Forest, nr Bewdley, Worcestershire, out of business. Aug 23 at 2. Miller Corbet, solor, Kidderminster

BURNETT, GEORGE THORNE, Stogumber, Somersetshire, Grocer. Aug 22 at 12.15. George and Railway Hotel, Victoria st, Bristol

CLARKE, CHARLES ALBERT, Calverley, Yorks, Boot Maker. Aug 25 at 3. Off Rec, 31, Manor row, Bradford

CORDY, THOMAS HENRY, Bristol, Cabinet Maker. Aug 25 at 12.30. Off Rec, Bank chbrs, Bristol

COSSEY, G., Cossey villas, Clapton pk, Builder. Aug 24 at 12. 33, Carey st, Lincoln's inn

COWDREY, ALFRED, New Cleo, Lincolnshire, Fisherman. Aug 31 at 12.30. Off Rec, 3, Haven st, Gt Grimsby

CURTIS, RICHARD, Aldersgate st, Builder. Aug 23 at 11. Bankruptcy bldgs, Lincoln's inn

DONNEY, JOHN T., Pembroke st, Caledonian rd, Grocer. Aug 25 at 11. 33, Carey st, Lincoln's inn

EDWARDS, JOHN WARD, Bedford, Baker. Aug 23 at 1. 8, St Paul's sq, Bedford

EXLEY, WILLIAM, Morton, Yorks, Boot Dealer. Aug 23 at 12.30. Station Hotel, York

FARR, DAVID, Porth, Glamorganshire, Grocer. Aug 26 at 3. Off Rec, Merthyr Tydfil

FARR, GWENLLIAN, Porth, Glamorganshire, Grocer. Aug 26 at 2.30. Off Rec, Merthyr Tydfil

FISHER, JOHN, Nottingham, Tailor. Aug 23 at 12. Off Rec, 1, High pavement, Nottingham

FOLLETT, RICHARD, Barnstaple, Licensed Victualler. Aug 25 at 10.15. Sanders & Son, High st, Barnstaple

FOX, W. G., Moreton ter, Belgrave rd. Aug 24 at 11. 33, Carey st, Lincoln's inn

GETELIN, GEORGE, Newcastle on Tyne, Exhibition Agent. Aug 27 at 11. Off Rec, Pink lane, Newcastle on Tyne

GHENT, WILLIAM HEWETT, Sackville st, Piccadilly, Lodging-house Keeper. Aug 23 at 11. 33, Carey st, Lincoln's inn

GORDON, J. R. HAY, Liverpool. Aug 23 at 12. 33, Carey st, Lincoln's inn

GORE, SAMUEL, Tenbury, Worcestershire, Livery Stable Keeper. Aug 23 at 11.15. Swan Hotel, Tenbury

HANDS, ALBERT EDWARD, Halesowen, Worcestershire, Baker. Aug 30 at 2.45. Talbot Hotel, Stourbridge

HARKER, MARY, Harrogate, Fancy Wool Dealer. Aug 24 at 1. Off Rec, York

HAYMAN, HENRY JAMES, Bristol, Refreshment House Keeper. Aug 26 at 1. Off Rec, Bank chbrs, Bristol

HAZELL, JOHN JAMES, Farnham, Surrey, Draper. Aug 24 at 12. The Cannon at Hotel

HESELTON, ALFRED, Bridlington, Yorks, Fellmonger. Aug 26 at 11.30. Black Lion Hotel, Bridlington

HILTON, WILLIAM, Oldham, Builder. Aug 25 at 3. Off Rec, Priory chbrs, Union st, Oldham

HIRD, HARTLEY, and HOLLINGS SMITH, Bradford, Worsted Stuff Manufacturers. Aug 25 at 11. Off Rec, 31, Manor row, Bradford

HIRST, SAMUEL, Leeds, Bill Discounter. Aug 24 at 11. Off Rec, 22, Park row, Leeds

HOUGH, THOMAS, Wolverhampton, Bicycle Manufacturer. Aug 30 at 11. Off Rec, St Peter's close, Wolverhampton

HUGHES, WILLIAM, and THOMAS OWEN, Bangor, Ironmongers. Aug 24 at 12. Off Rec, Crypt chbrs, Chester

JAMES, ROBERT, Graveley, Cambridge, Farmer. Aug 23 at 11. Bedford

JONES, WILLIAM, Plough lane, New Wandsworth, Grocer. Aug 24 at 12. Off Rec, 109, Victoria st, Westminster

LARRATT, ERNEST, Bow lane, Skin Merchant. Aug 25 at 11. Bankruptcy bdgs, Portugal st, Lincoln's inn fields

LOVETT, SAMUEL, Birmingham, Coal Merchant. Aug 26 at 3. 25, Colemore row Birmingham

MARRIOTT, WILLIAM HENRY, Harbury, Warwick, Builder. Aug 25 at 11.15. Off Rec, 17, Hertford st, Coventry

MARSDEN, ALGERNON MOSES, Finborough rd, South Kensington, of no occupation. Aug 24 at 12. Bankruptcy bdgs, Portugal st, Lincoln's inn fields

MATTACKS, GEORGE, Ford st, Boot Manufacturer. Aug 23 at 11. 33, Carey st, Lincoln's inn

MERCER, ALFRED, Lutterworth, Leicester, Surgeon's Assistant. Aug 24 at 11.30. 28, Friar lane, Leicester

MILSOM, JAMES, Watford, Herts, Ironmonger. Aug 25 at 11. Blagg & Edwards, Solors, St Albans

PHIPPARD, JOHN, Swanage, Lodging house Keeper. Aug 24 at 3. Off Rec, Salisbury

PINCKNEY, JOHN ASHWORTH, Liverpool, Chartered Accountant. Aug 24 at 3. Off Rec, 35, Victoria st, Liverpool

POPE, HENRY ALEXANDER, Swansea, Licensed Victualler. Aug 24 at 11. Off Rec, 6, Rutland st, Swansea

PROBERT, ARTHUR JAMES, Hay, Brecknockshire, Butcher. Aug 26 at 10. 2, Offa st, Hereford

RUFF, WILLIAM, Little Staughton, Beds, Machinist. Aug 23 at 12. 8, St Paul's sq, Bedford

SEWARD, THOMAS, Kington upon Hull, Timber Merchant. Aug 25 at 2. Incorporated Law Society, Lincoln's inn bldgs, Bowlalley lane, Hull

SLAPOFFSKI, JOSEPH GUSTAVE, Camden st, Camden rd, Professor of Music. Aug 25 at 12. 33, Carey st, Lincoln's inn

STEEL, JAMES, Cheltenham, Dealer in Domestic Machinery. Aug 29 at 2.30. County Court Office, Cheltenham

SYMONDS, THOMAS EDWARD, Hereford, Builder. Aug 26 at 10.30. 2, Offa st, Hereford

TAYLOR, GEORGE, Gloucester, Butcher. Aug 26 at 11. Off Rec, Gloucester

TEAL, JEREMIAH, Draughton, nr Skipton, Yorks, Farmer. Aug 29 at 12. Ship Hotel, Skipton
TILLOTSON, STEPHEN AINSWORTH, Burnley, Picker Maker. Aug 23 at 3. Exchange Hotel, Nicholas st, Burnley
WAGHORN, GEORGE, Tunbridge Wells, Lodging house Keeper. Aug 24 at 12. 4, Pavilion bldngs, Brighton
WATERFALL, WALTER JOHN, Coventry, Gasfitter. Aug 23 at 11. Off Rec, 17, Hertford st, Coventry
WATSON, HENRY, Basingstoke, Hants, Builder. Aug 24 at 2. Off Rec, 4, East st, Southampton
WHITE, JOHN, Stillington, Yorks, Tailor. Aug 25 at 12.30. Off Rec, York
YOUNG, J. ARTHUR, Westminster chbrs, Victoria st, Engineer. Aug 24 at 12 Bankruptcy bldings, Lincoln's inn

ADJUDICATIONS.

ANDREWS, WILLIAM CHARLES, Bournemouth, Corn Merchant. Poole. Pet Aug 8. Ord Aug 12
ARMITAGE, JOSEPH NEWTON, Bradford, Worsted Spinner. Bradford. Pet July 27. Ord Aug 13
ARMSTRONG, THOMAS, Southsea, Furniture Dealer. Portsmouth. Pet Aug 2. Ord Aug 9
AUGUST, WILLIAM HENRY, Croydon, Surrey, Grocer. Croydon. Pet July 27. Ord Aug 12
BERRIDGE, WILLIAM, Longley st, Bermondsey, Corn Dealer. High Court. Pet Aug 9. Ord Aug 11
BIDEN, LUCY, Truro, Cornwall, Stationer. Truro. Pet Aug 9. Ord Aug 13
BLAND JOHN, Kingston upon Hull, Wood Turner. Kingston upon Hull. Pet Aug 12. Ord Aug 12
BOWDEN SAMUEL ELLIOTT, Exmouth, Harbour Master. Exeter. Pet Aug 12. Ord Aug 12
BRIDELL JOHN, jun, Liverpool, Veterinary Surgeon. Liverpool. Pet July 11. Ord Aug 13
BULMER, HENRY WOOD, York, out of business. York. Pet Aug 10. Ord Aug 10
CHAMBERS, FRANK, Tankersley, Yorks, Ironfounder's Clerk. Barnsley. Pet July 25. Ord Aug 11
CHITTENDEN, EDWARD JAMES BOURNE, Bermondsey wall, Bermondsey, Potter. High Court. Pet Aug 10. Ord Aug 11
CLARKE, CHARLES ALBERT, Calverley, Yorks, Boot Maker. Bradford. Pet Aug 11. Ord Aug 11
COLLINS, THOMAS, Arthur st chmbrs, London Bridge. High Court. Ord Aug 11
COOTES, JAMES, West Ham, Essex, Contractor. High Court. Pet Aug 10. Ord Aug 12
EVANS, THOMAS SAMUEL, Matilda st, Thornhill sq, Upholsterer. High Court Pet Aug 8. Ord Aug 11
FARR, DAVID, Porth, Glamorganshire, Boot Maker. Pontypridd. Pet Aug 8. Ord Aug 8
FORD, CHARLES, Horsley, nr Nailsworth, Gloucestershire, Farmer. Gloucester. Pet June 29. Ord Aug 11
GLOVER, JOHN THOMAS, Bloxwich, Staffordshire, Chain Manufacturer. Walsall Pet Aug 11. Ord Aug 11
GOATER, ALFRED WILLIAM, Leadenhall st, Eating-house Keeper. High Court. Pet July 21. Ord Aug 12
GRIFFITHS, JOHN WATKINS, Brecon, Ironmonger. Merthyr Tydfil. Pet Aug 13. Ord Aug 13
GROGAN, HUGH, Chorlton upon Medlock, Builder. Preston. Pet July 18. Ord Aug 13
HALL, RICHARD BENJAMIN, Sandwich, Kent, Boot Maker. Canterbury. Pet July 25. Ord Aug 10
HARKER, JOHN JAMES, Liverpool, Importer. Liverpool. Pet May 27. Ord Aug 13
HARKER, MARY, Harrogate, Fancy Wool Dealer. York. Pet Aug 10. Ord Aug 12
HILTON, WILLIAM, Oldham, Builder. Oldham. Pet Aug 11. Ord Aug 12
HONE, JAMES HENRY HIATE, Preston on Stour, nr Stratford on Avon, Baker. Warwick. Pet July 28. Ord Aug 13
HOUGH, THOMAS, Wolverhampton, Bicycle Manufacturer. Wolverhampton. Pet Aug 10. Ord Aug 11
HUDSON, WILLIAM JOHN CHARLES, Margate, Baker. Canterbury. Pet July 30. Ord Aug 10
JACQUES, JOSEPH, Bradford, Stuff Manufacturer. Bradford. Pet Aug 12. Ord Aug 12
JAMES, ROBERT, Graveley, Cambridgeshire, Farmer. Bedford. Pet Aug 9. Ord Aug 13
JANSON, JOHN WILLIAM, Kirkgate, Leeds, Painter. Leeds. Pet Aug 13. Ord Aug 13
JONES, WILLIAM, Rhyl, Flint, Grocer. Bangor. Pet Aug 13. Ord Aug 13
KEEBLE, FREDERICK THOMAS COLEMAN, EMMANUEL GEORGE CLAPP HOWELL, and WILLIAM FINLAY PAUL, Augustus rd, Hammersmith, Italian Warehousemen. High Court. Pet June 24. Ord Aug 11
KELLEY, WILLIAM, Hertford rd, Edmonton, Builder. Edmonton. Pet July 12. Ord Aug 13
KIDD, HENRY, Landport, Hants, Tobacconist. Portsmouth. Pet Aug 11. Ord Aug 12
KING, RICHARD, Wellington, Somerset, Coal Dealer. Taunton. Pet Aug 12. Ord Aug 12
MALET, FRANCIS BLUNDELL WARRE, Roland gdns, South Kensington, Gent. High Court. Pet June 13. Ord Aug 11
MARRIOTT, WILLIAM HENRY, Harbury, Warwick, Builder. Warwick. Pet Aug 10. Ord Aug 13
MILLS, SAMUEL, Leeds, Commission Agent. Leeds. Pet Aug 9. Ord Aug 11
MORGAN, JAMES FERRENT, Glamorgan, Innkeeper. Pontypridd. Pet Aug 8. Ord Aug 9
NEALE, DANIEL, Westgate, Wakefield, Hatter. Wakefield. Pet July 25. Ord Aug 9
ORME, JOHN, West Bromwich, Journeyman Butcher. Oldbury. Pet Aug 6. Ord Aug 11
PASS, BENJAMIN, and HARRY ALBERT, Newcastle on Tyne, Fancy Goods Dealers. Newcastle on Tyne. Pet July 23. Ord Aug 12
PAWLEY, CHARLES JAMES CHIRNEY, Moorgate st, Architect. High Court. Pet April 19. Ord Aug 13
PAYNE, JAMES, Bath, Bootmaker. Bath. Pet Aug 4. Ord Aug 13
PIPER, GEORGE PARSEY, Gt Hormead, Herts, Farmer. Cambridge. Pet July 18. Ord Aug 13
PRITCHARD, THOMAS, Bethesda, Carnarvonshire, Grocer. Bangor. Pet July 25. Ord Aug 11
SAUNDERS, BERTHA HENRIETTA, Clanricarde gdns, Kensington, Lodging House Keeper. High Court. Pet Aug 12. Ord Aug 12
SAVILLE, FRANK, North crescent, Tottenham ct rd, Money Lender. High Court. Pet July 1. Ord Aug 12
SIMMONDS, HERBERT, Aberystwith, Cab Driver. Aberystwith. Pet Aug 11. Ord Aug 11
SIZER, JOHN, Sheffield, Grocer. Sheffield. Pet Aug 13. Ord Aug 13
TAYLOR, JAMES, Hexham, Northumberland, Publican. Newcastle on Tyne. Pet Aug 8. Ord Aug 11
THORPE, GEORGE JOHN, Shipley, Yorks, Grocer. Bradford. Pet Aug 13. Ord Aug 13
TURNER, WALTER ERNEST, Bath, Eating House Keeper. Bath. Pet Aug 4. Ord Aug 13
WATERFALL, WALTER JOHN, Coventry, Gasfitter. Coventry. Pet Aug 2. Ord Aug 13
WATKINS, EDMOND, Church st, Stoke Newington, Cheesemonger. Edmonton. Pet July 26. Ord Aug 13
WATSON, HENRY, Basingstoke, Hants, Builder. Winchester. Pet July 11. Ord Aug 13
WEBSTER, FISHER, and JAMES WILLIAM WEBSTER, Swavesey, Cambridgeshire, Millers. Peterborough. Pet Aug 8. Ord Aug 10
WHITE, JOHN, Stillington, Tailor. York. Pet Aug 11. Ord Aug 11
WIGLEY, DAVID, Aberbiga, Trefeglwys, Mont., Farmer. Newtown. Pet July 18. Ord Aug 12
WILLIAMS, JOHN HEZEKIAH, Newport, Mon, Grocer. Newport, Mon. Pet Aug 13. Ord Aug 13
WILSTON, JOHN JAMES, Camden st, Camden town, Wheelwright. High Court. Pet Aug 10. Ord Aug 11
WOLFFE, AUGUST, Hedon in Holderness, Yorks, Innkeeper. Kingston upon Hull. Pet Aug 12. Ord Aug 12

ADJUDICATIONS ANNULLED.

HESKETH, CONSTANCE MARIA, Mayfield, Tarporley, Cheshire, Spinster. Nantwich and Crewe. Adjud March 26, 1886. Annul Aug 10
SHAW, THOMAS, North Shields, Mason. Newcastle. Adjud July 19. Annul Aug 12

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

DAVIDSON.—June 9, at Singapore, the wife of J. Guthrie Davidson, barrister-at-law, of a son.
COPP.—Aug. 12, at Hatherley, Wimbledon-hill, the wife of Alfred Evelyn Copp, solicitor, of 37, Essex-street, Strand, of a daughter.
BUTLER.—Aug. 15, at 55, Harrington-gardens, S.W., the wife of Spencer Percival Butler, barrister-at-law, of a son.

MARRIAGES.

LEAR—POULTER.—Aug. 11, at Basingstoke, George Lear, solicitor, of Basingstoke, to Florence Mary, daughter of James Poulter, also of Basingstoke.
PERCIVAL—LAYARD.—At the parish church of St. Marylebone, Herbert Percival, of 3, New-court, Carey-street, W.C., to Amy, daughter of Lt.-Gen. Frederick P. Layard, of 3, Cavendish-road, St. John's-wood, N.W.
YOUNG—TURNER.—Aug. 9, at Newington-green Chapel, by the Rev. Wm. Wooding, B.A., Howard, fifth surviving son of Thomas Young, of Home Lyn, Woodberry Down, and Mark-lane, to Mabel, second (twin) daughter of Fred Wm. Turner, of 33, Grosvenor-road, Canonbury.

DEATHS.

HOLTBY.—Aug. 15, at The Mount, York, John Holtby, solicitor, aged 62 years.
HUSK.—Aug. 12, at 20, Westmoreland-place, Pimlico, William Henry Husk, aged 72 years, for many years librarian to the Sacred Harmonic Society, and for 53 years the friend and valued clerk of Messrs. Dalston & Son, of 161, Piccadilly, solicitors.
SHAW.—Aug. 12, Percy Henry Shaw, solicitor, aged 34 years.

CONTENTS.

CURRENT TOPICS 699
EVIDENCE TO BASTARDISE ISSUE .. 700
THE LAW OF GIFTS INTER VIVOS .. 701
LEGAL NEWS 705
WINDING-UP NOTICES 707
CREDITORS' NOTICES 707
BANKRUPTCY NOTICES 710

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